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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): November 25, 2020

CONCENTRIX CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-39494
(Commission File Number)

27-1605762
(I.R.S. Employer Identification Number)

44111 Nobel Drive, Fremont, California
(Address of principal executive offices)

94538
(Zip Code)

(800) 747-0583
(Registrant's telephone number, including area code)

N/A
(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
Common Stock, par value \$0.0001 per share

Trading Symbol(s)
CNXC

Name of each exchange on which registered
The Nasdaq Stock Market LLC

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 1.01. Entry into a Material Definitive Agreement.

On November 30, 2020, Concentrix Corporation (the “Company”) entered into a Separation and Distribution Agreement (the “Separation and Distribution Agreement”) with SYNnex Corporation, pursuant to which SYNnex agreed to separate the Company and its technology-infused customer experience solutions business from SYNnex (the “Separation”) and distribute all of the issued and outstanding shares of the Company’s common stock to SYNnex stockholders in a tax-free distribution (the “Distribution” and, together with the Separation, the “Spin-off”). The Distribution was effective at 12:01 a.m., Eastern Time, on December 1, 2020 (the “Effective Time”). SYNnex stockholders received one share of the Company’s common stock for each share of SYNnex common stock held as of the close of business on November 17, 2020. As a result of the Distribution, Concentrix is now an independent public company and its common stock is listed on the Nasdaq Stock Market under the symbol “CNXC.”

In addition to the Separation and Distribution Agreement, the Company, SYNnex and certain of their respective subsidiaries also entered in several other agreements that set forth the principal actions taken or to be taken in connection with the spin-off and that govern the relationship of the parties following the Spin-Off, including the following:

- Tax Matters Agreement, dated November 30, 2020;
- Employee Matters Agreement, dated November 30, 2020; and
- Commercial Agreement, dated December 1, 2020.

A summary of the material terms of these agreements can be found in the section entitled “Certain Relationships and Related Party Transactions” in the Company’s Information Statement (the “Information Statement”), which is filed as Exhibit 99.1 to this Current Report on Form 8-K, and is incorporated in this Item 1.01 by reference. The summary of each of these agreements is qualified in its entirety by reference to the full text of the agreements, which are filed as Exhibits 2.1, 10.1, 10.2, and 10.3 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Item 2.03. Creation of a Direct Financial Obligation or Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On November 30, 2020, the Company incurred term loan borrowings of \$900 million under the Company’s previously disclosed Credit Agreement, dated October 16, 2020 (the “Credit Agreement”), and borrowings of \$250 million under the Company’s previously disclosed accounts receivable securitization facility (the “Securitization Facility”). Substantially all of the proceeds from such indebtedness were transferred to SYNnex on November 30, 2020 to eliminate debt owed by the Company to SYNnex and in exchange for the contribution of certain Company trademarks from SYNnex to the Company.

A summary of the terms of the Credit Facility and the Securitization Facility can be found in the section of the Information Statement entitled “Description of Material Indebtedness,”

which is incorporated in this Item 2.03 by reference. The summaries of the Credit Facility and the Securitization Facility are qualified in their entirety by reference to the Credit Facility, the Receivables Financing Agreement and the Receivables Purchase Agreement, which are filed as Exhibits 10.4, 10.5, and 10.6 to this Current Report on Form 8-K and incorporated in this Item 2.03 by reference.

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

Concentrix Corporation Board of Directors and Committees

In connection with the Spin-Off, as of immediately prior to the Effective Time, the Company's Board of Directors (the "Board") was increased from three directors to eight directors. Each of Christopher Caldwell, Teh-Chien Chou, LaVerne Council, Jennifer Deason, Kathryn Hayley and Kathryn Marinello was elected to the Board, and each of Dennis Polk and Ann Vezina, who had been previously elected to the Board, was re-elected to the Board by SYNEX, as the Company's sole stockholder, in each case effective as of immediately prior to the Effective Time. As of immediately prior to the Effective Time, Simon Leung, who had been serving as a member of the Board, ceased to be a director of the Company.

Biographical information for the Board members and a description of the Company's non-employee director compensation program can be found in the sections of the Information Statement entitled "Board of Directors" and "Board Compensation," respectively, which are incorporated in this Item 5.02 by reference.

Effective as of immediately prior to the Effective Time, Ms. Marinello was appointed Chairperson of the Board and members of the Board joined the standing committees of the Board as follows:

- Mr. Chou, Ms. Council and Ms. Deason were appointed to serve as members of the Audit Committee of the Board, with Mr. Chou appointed to serve as Chair;
- Ms. Hayley, Ms. Council and Ms. Vezina were appointed to serve as members of the Compensation Committee of the Board, with Ms. Hayley appointed to serve as Chair; and
- Mr. Chou, Ms. Deason, Ms. Hayley and Ms. Vezina were appointed to serve as members of the Nominating and Governance Committee of the Board, with Ms. Vezina appointed to serve as Chair.

As previously announced, Ms. Vezina, who had been serving on the Audit Committee, departed from the Audit Committee effective as of immediately prior to the Effective Time.

Concentrix Corporation Executive Officers

In connection with the consummation of the Spin-Off, as of immediately prior to the Effective Time, the following individuals were appointed or re-appointed to the offices of the Company set forth opposite their names:

- Christopher Caldwell, President and Chief Executive Officer;
- Andre Valentine, Chief Financial Officer;
- Cormac Twomey, Executive Vice President, Global Operations and Delivery;
- Richard Rosso, Executive Vice President, Global Sales and Account Management; and
- Steven Richie, Executive Vice President, Legal and Corporate Secretary.

Biographical information for the executive officers and a description of the Company's executive compensation program can be found in the sections of the Information Statement entitled "Management" and "Executive Compensation," respectively, which are incorporated in this Item 5.02 by reference.

As previously disclosed, on November 24, 2020, the Company entered into an offer letter with Mr. Caldwell (the "Offer Letter") with respect to his continued service as Chief Executive Officer of the Company following the Spin-off. A summary of the material terms of the Offer Letter can be found in Item 5.02 of the Current Report on Form 8-K filed by the Company on November 25, 2020, which is incorporated in this Item 5.02 by reference. This summary is qualified in its entirety by reference to the full text of the Offer Letter, which is filed as Exhibit 10.7 to this Current Report on Form 8-K and incorporated in this Item 5.02 by reference.

Stock Incentive Plan

On November 12, 2020, the Board approved the Company's 2020 Stock Incentive Plan (the Incentive Plan"), to be effective as of the Effective Time and subject to approval by the Company's sole stockholder. The Board further authorized the reservation of 4,000,000 shares of the Company's common stock for issuance pursuant to the Incentive Plan. SYNEX, as the Company's sole stockholder, approved the Stock Incentive Plan on November 24, 2020. A summary of the material terms of the Incentive Plan can be found in the section of the Information Statement entitled "Executive Compensation—The Concentrix Corporation 2020 Equity Incentive Plan," which is incorporated in this Item 5.02 by reference. The summary of the Incentive Plan is qualified in its entirety by reference to the full text of the Incentive Plan, which is filed as Exhibit 10.8 to this Current Report on Form 8-K and incorporated in this Item 5.02 by reference.

In connection with the Spin-Off, the Board approved an annual grant of restricted stock under the Incentive Plan for the 2020-2021 Board service year to each of the non-employee directors. Each annual grant will have a grant date fair market value of \$125,000 prorated for the number of days from December 1, 2020 through March 17, 2021, the anniversary of the

SYNNEX 2020 annual meeting of stockholders. The restricted stock will be granted during the Company's next open trading window and will vest in full on the date of the Company's next annual meeting of stockholders.

Change of Control Severance Plan

In connection with the Spin-off, the Board approved a Change of Control Severance Plan (the "Severance Plan") to be effective as of immediately prior to the Effective Time. The Severance Plan provides for severance benefits for eligible participants in the United States if the participant is terminated without cause within two months before or 12 months after a change of control of the Company (including a voluntary termination because of a reduction in salary or position or a relocation) and signs a standard release of claims. Mr. Caldwell, Mr. Valentine, Mr. Rosso and Mr. Richie are eligible to participate in the Severance Plan and, upon a qualifying termination, would be entitled to salary continuation at a rate equal to the average of total salary and bonus over the prior three years for a minimum of 18 months plus one month per year of employment after the eighteenth year of employment, up to a maximum of 24 months, and paid COBRA for two years. Severance payments would be delayed for six months following termination of employment to the extent required by Section 409A of the Internal Revenue Code. As a non-U.S. person, Mr. Twomey is not eligible to participate in the Severance Plan. This summary of the Severance Plan is qualified in its entirety by reference to the full text of the Severance Plan, which is filed as Exhibit 10.9 to this Current Report on Form 8-K and incorporated in this Item 5.02 by reference.

Indemnification Agreements

Effective December 1, 2020, the Company entered into agreements with each of the executive officers and directors of the Company that provide such individuals with the right to indemnification and expense advancement when acting in his or her official capacity for the Company (each, an "Indemnification Agreement"). A summary of the material terms of these agreements can be found in the section of the Information Statement entitled "Certain Relationships and Related Party Transactions—Indemnification Arrangements," which is incorporated in this Item 5.02 by reference. The summary of the Indemnification Agreements is qualified in its entirety by reference to the full text of the Form of Indemnification Agreement, which is filed as Exhibit 10.10 to this Current Report on Form 8-K and incorporated in this Item 5.02 by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On November 25, 2020, the Company amended and restated its Certificate of Incorporation (the "Amended and Restated Certificate of Incorporation") and, effective as of immediately prior to the Effective Time, the Company amended and restated its Bylaws (the "Amended and Restated Bylaws"). A summary of the material terms of the Amended Restated Certificate of Incorporation and the Amended and Restated Bylaws is set forth in the section of the Information Statement entitled "Description of Capital Stock," which is incorporated in this Item 5.03 by reference. The summary of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws is qualified in its entirety by reference to the full text of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws,

which are filed as Exhibits 3.1 and 3.2 to this Current Report on Form 8-K and are incorporated in this Item 5.03 by reference.

Item 5.05. Amendments to the Registrants Code of Ethics, or Waiver of a Provision of the Code of Ethics.

In connection with the Spin-Off, the Board adopted a Code of Ethical Business Conduct, effective as of immediately prior to the Effective Time. A copy of the Company's Code of Ethical Business Conduct is available on the Company's website at www.concentrix.com.

Item 8.01. Other Events.

On December 1, 2020, the Company issued a press release announcing the completion of the Spin-Off. A copy of the press release is filed as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated in this Item 8.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No. Description

- 2.1 [Separation and Distribution Agreement, dated as of November 30, 2020, by and between Concentrix Corporation and SYNEX Corporation.*](#)
- 3.1 [Amended and Restated Certificate of Incorporation of Concentrix Corporation.](#)
- 3.2 [Amended and Restated Bylaws of Concentrix Corporation.](#)
- 10.1 [Tax Matters Agreement, dated as of November 30, 2020, by and between Concentrix Corporation and SYNEX Corporation.](#)
- 10.2 [Employee Matters Agreement, dated as of November 30, 2020, by and between Concentrix Corporation and SYNEX Corporation.](#)
- 10.3 [SYNEX-Concentrix Commercial Agreement, dated as of December 1, 2020, by and between Concentrix Solutions Corporation and SYNEX Corporation.](#)
- 10.4 [Credit Agreement, dated as of October 16, 2020, by and among Concentrix Corporation, the subsidiaries of Concentrix Corporation named therein, the lenders party thereto, and Bank of America, N.A., as administrative agent \(incorporated by reference to Exhibit 10.6 to Amendment No. 2 to the Registration Statement on Form 10 filed by Concentrix Corporation on October 30, 2020 \(File No. 001-39494\)\).](#)
- 10.5 [Receivables Financing Agreement, dated as of October 30, 2020, by and among Concentrix Receivables, Inc., as borrower, the Company, as initial servicer, the lenders party thereto, and PNC Bank, National Association, as administrative agent \(incorporated by reference to Exhibit 10.7 to Amendment No. 2 to the](#)

[Registration Statement on Form 10 filed by Concentrix Corporation on October 30, 2020 \(File No. 001-39494\)](#)).

- 10.6 [Receivables Purchase Agreement, dated as of October 30, 2020, by and among Concentrix Receivables, Inc., the Company, as servicer, and the subsidiaries of the Company named therein, as originators \(incorporated by reference to Exhibit 10.8 to Amendment No. 2 to the Registration Statement on Form 10 filed by Concentrix Corporation on October 30, 2020 \(File No. 001-39494\)\)](#).
- 10.7 [Offer Letter, dated as of November 24, 2020, by and between Concentrix Corporation and Christopher Caldwell \(incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Concentrix Corporation on November 25, 2020 \(File No. 001-39494\)\)](#).
- 10.8 [Concentrix Corporation 2020 Stock Incentive Plan](#).
- 10.9 [Concentrix Corporation Change of Control Severance Plan](#).
- 10.10 [Form of Indemnification Agreement between the Company and individual directors and officers \(incorporated by reference to Exhibit 10.4 to Amendment No. 1 to the Registration Statement on Form 10 filed by Concentrix Corporation on October 13, 2020 \(File No. 001-39494\)\)](#).
- 99.1 [Information Statement of Concentrix Corporation \(incorporated by reference to Exhibit 99.1 to Amendment No. 3 to the Registration Statement on Form 10 filed by Concentrix Corporation on November 4, 2020 \(File No. 001-39494\)\)](#).
- 99.2 [Press release issued by Concentrix Corporation on December 1, 2020](#).

* Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Concentrix Corporation hereby undertakes to furnish copies of any of the omitted schedules and exhibits upon request by the U.S. Securities and Exchange Commission.

SIGNATURE

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.

Date: December 2, 2020

CONCENTRIX CORPORATION

By: /s/ Steven L. Richie

Steven L. Richie

Executive Vice President, Legal

SEPARATION AND DISTRIBUTION AGREEMENT

BY AND BETWEEN

SYNNEX CORPORATION

AND

CONCENTRIX CORPORATION

DATED AS OF NOVEMBER 30, 2020

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Exhibit A	Amended and Restated Certificate of Incorporation of Concentrix Corporation
Exhibit B	Amended and Restated Bylaws of Concentrix Corporation

SEPARATION AND DISTRIBUTION AGREEMENT

This SEPARATION AND DISTRIBUTION AGREEMENT, dated as of November 30, 2020 (this “Agreement”), is by and between SYNnex Corporation., a Delaware corporation (“SYNNEX”), and Concentrix Corporation, a Delaware corporation (“Concentrix”). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

R E C I T A L S

WHEREAS, the board of directors of SYNnex (the “SYNNEX Board”) has determined that it is in the best interests of SYNnex and its stockholders to make Concentrix an independent publicly traded company operating the Concentrix Business;

WHEREAS, in furtherance of the foregoing, the SYNnex Board has determined that it is appropriate and desirable to separate the Concentrix Business from the SYNnex Business (the “Separation”) and, following the Separation, to make a distribution, on a pro rata basis, to the holders of SYNnex Shares on the Record Date of all of the outstanding Concentrix Shares owned by SYNnex (the “Distribution”);

WHEREAS, the Distribution will be preceded by the Plan of Reorganization (as defined herein), which shall include (a) the transfer by SYNnex of the Concentrix Assets and the Concentrix Liabilities to Concentrix in exchange for the Concentrix Shares and cash (the “Contribution”), (b) Concentrix’ entry into certain Concentrix financing arrangements and (c) the settlement of intercompany debt;

WHEREAS, for United States federal income tax purposes, it is intended that (i) the Contribution and the Distribution, taken together, will qualify as a “reorganization” within the meaning of Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) the Distribution will qualify as a tax-free transaction under Section 355 of the Code, and SYNnex expects to receive a tax opinion from Ernst & Young LLP to such effect (the “Tax Opinion”);

WHEREAS, this Agreement, together with the Ancillary Agreements (as defined herein) and the other documents implementing the Contribution and the Distribution, is intended to be, and is hereby adopted as, a “plan of reorganization” within the meaning of Treasury Regulation Section 1.368-2(g);

WHEREAS, Concentrix and SYNnex have prepared, and Concentrix has filed with the SEC, the Form 10, which includes the Information Statement, and which sets forth certain disclosures concerning Concentrix, the Separation and the Distribution; and

WHEREAS, each of SYNnex and Concentrix has determined that it is appropriate and desirable to set forth the principal corporate transactions required to effect the Separation and the Distribution and certain other agreements that will govern certain matters relating to the

Separation and the Distribution and the relationship of SYNEX, Concentrix and the members of their respective Groups following the Distribution.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I.
DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

“Action” shall mean any demand, action, claim, counterclaim, dispute, suit, countersuit, arbitration, hearing, inquiry, subpoena, proceeding, examination or investigation of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial, appellate or otherwise) by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

“Affiliate” shall mean, when used with respect to a specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For the purpose of this definition, “control” (including with correlative meanings, “controlled by” and “under common control with”), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract or otherwise. It is expressly agreed that, prior to, at and after the Effective Time, for purposes of this Agreement and the Ancillary Agreements, (a) no member of the Concentrix Group shall be deemed to be an Affiliate of any member of the SYNEX Group and (b) no member of the SYNEX Group shall be deemed to be an Affiliate of any member of the Concentrix Group. For the avoidance of doubt, a Person that owns less than 30% of the outstanding voting securities of another Person shall not be deemed to control such other Person, absent a contractual or other arrangement that enables such owner to appoint a majority of the board of the directors or otherwise cause the direction of management of such other Person.

“Agent” shall mean the trust company or bank duly appointed by SYNEX to act as distribution agent, transfer agent and registrar for the Concentrix Shares in connection with the Distribution.

“Agreement” shall have the meaning set forth in the Preamble.

“Ancillary Agreement” shall mean any agreement (other than this Agreement) entered into by the Parties or any members of their respective Groups (but as to which no Third Party is a party) in connection with the Separation, the Distribution, or the other transactions contemplated by this Agreement, including the Tax Matters Agreement, the Employee Matters Agreement and

the Transfer Documents; provided, that no Commercial Agreement shall be an Ancillary Agreement.

“Approvals or Notifications” shall mean any consents, waivers, approvals, permits or authorizations to be obtained from, notices, registrations or reports to be submitted to, or other filings to be made with, any third Person, including any Governmental Authority.

“Arbitration Request” shall have the meaning set forth in Section 7.3(a).

“Arbitration Rules” shall have the meaning set forth in Section 7.3(a).

“Assets” shall mean, with respect to any Person, the assets, properties, claims and rights (including goodwill) of such Person, wherever located (including in the possession of vendors or other third Persons or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of such Person, including rights and benefits pursuant to any contract, license, permit, indenture, note, bond, mortgage, agreement, concession, franchise, instrument, undertaking, commitment, understanding or other arrangement.

“Cash Amounts” shall have the meaning set forth in Section 2.12.

“Claiming Party” shall have the meaning set forth in Section 5.1(d).

“Code” shall have the meaning set forth in the Preamble.

“Commercial Agreements” shall mean the agreements entered into by the Parties or the members of their respective Groups (but as to which no Third Party is a party) set forth on Schedule 1.1.

“Concentrix” shall have the meaning set forth in the Preamble.

“Concentrix Accounts” shall have the meaning set forth in Section 2.8(a).

“Concentrix Assets” shall have the meaning set forth in Section 2.2(a).

“Concentrix Balance Sheet” shall mean the unaudited pro forma combined balance sheet of the Concentrix Business, including any notes and subledgers thereto, as of August 31, 2020, as presented in the Information Statement made available to the Record Holders.

“Concentrix Business” shall mean (a) the business, operations, products, platforms, services and activities of the Concentrix segment of SYNEX (a portfolio of technology-enabled strategic solutions and end-to-end business services focused on customer engagement, process optimization, technology innovation, front and back-office automation and business transformation to clients) conducted at any time prior to the Effective Time by either Party or any of their current or former Subsidiaries and (b) any terminated, divested or discontinued businesses, operations and activities that, at the time of termination, divestiture or

discontinuation, primarily related to the business, operations or activities described in clause (a) as then conducted.

“Concentrix Bylaws” shall mean the Amended and Restated Bylaws of Concentrix, substantially in the form of Exhibit B.

“Concentrix Certificate of Incorporation” shall mean the Amended and Restated Certificate of Incorporation of Concentrix, substantially in the form of Exhibit A.

“Concentrix Contracts” shall mean the following contracts and agreements to which either Party or any member of its Group is a party or by which it or any member of its Group or any of their respective Assets is bound, whether or not in writing; provided, that Concentrix Contracts shall not include any contract or agreement that is contemplated to be retained by SYNEX or any member of the SYNEX Group from and after the Effective Time pursuant to any provision of this Agreement or any Ancillary Agreement:

(a) (i) any services contract, client contract, vendor agreement or other agreement entered into prior to the Effective Time exclusively related to the Concentrix Business and (ii) with respect to any services contract, client contract, vendor agreement or other agreement entered into prior to the Effective Time that relates to the Concentrix Business but is not exclusively related to the Concentrix Business, that portion of any such customer, distribution, supply or vendor contract or agreement that relates to the Concentrix Business;

(b) any license agreement or other agreement conferring Intellectual Property Rights entered into prior to the Effective Time primarily related to the Concentrix Business;

(c) (i) any contract or agreement with a Third Party pursuant to which such Third Party provides colocation or disaster recovery services entered into prior to the Effective Time primarily related to the Concentrix Information Technology;

(d) any customer or user contract or agreement primarily used or held primarily for use in the Concentrix Business as of the Effective Time;

(e) any joint venture or partnership contract or agreement that relates primarily to the Concentrix Business as of the Effective Time;

(f) any guarantee, indemnity, representation, covenant, warranty or other Liability of either Party or any member of its Group in respect of any other Concentrix Contract, any Concentrix Liability or the Concentrix Business;

(g) (i) any employment, change of control, retention, consulting, indemnification, termination, severance or other similar agreement with any current or former Concentrix Group employee or current or former consultant of the Concentrix Group entered into prior to the Effective Time and (ii) any proprietary information and inventions agreement or similar Intellectual Property Rights assignment or license agreement with any current or former Concentrix Group employee, SYNEX Group employee, consultant of the Concentrix Group or

consultant of the SYNnex Group, in each case entered into prior to the Effective Time, to the extent such agreement relates to the Concentrix Business;

(h) any contract or agreement that is otherwise expressly contemplated pursuant to this Agreement or any of the Ancillary Agreements to be assigned to Concentrix or any member of the Concentrix Group; and

(i) any interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements related exclusively to the Concentrix Business or entered into by or on behalf of any division, business unit or member of the Concentrix Group.

“Concentrix Designees” shall mean the entities (including corporations, general or limited partnerships, trusts, joint ventures, unincorporated organizations, limited liability entities or other entities) that will be members of the Concentrix Group as of immediately prior to the Effective Time designated by Concentrix to accept Concentrix Assets and assume Concentrix Liabilities.

“Concentrix Group” shall mean (a) prior to the Effective Time, Concentrix and each Person that is a Subsidiary of Concentrix as of immediately after the Effective Time, even if, prior to the Effective Time, such Person is not a Subsidiary of Concentrix; and (b) on and after the Effective Time, Concentrix and each Person that is a Subsidiary of Concentrix.

“Concentrix Indemnified Parties” shall have the meaning set forth in Section 4.3.

“Concentrix Information Technology” shall mean: (a) all Software and all Information Technology owned or licensed by either Party or any member of its Group primarily used or primarily held for use in the Concentrix Business as of the Effective Time; and (b) all Intellectual Property Rights of either Party or any member of its Group in any of the foregoing.

“Concentrix Intellectual Property” shall mean: (a) the Concentrix Patents; (b) the other Registered IP set forth on Schedule 1.13(c); (c) all Other IP owned by, licensed by or to, or sublicensed by or to either Party or any member of its Group as of the Effective Time primarily used or primarily held for use in the Concentrix Business; and (d) all Intellectual Property Rights of either Party or any member of its Group in any of the foregoing.

“Concentrix Liabilities” shall have the meaning set forth in Section 2.3(a).

“Concentrix Patents” shall mean: (a) the issued patents set forth on Schedule 1.15; (b) any patent issuing on any patent application set forth on Schedule 1.15; (c) any patent claims issuing on any patent application that claims priority from, and that cover exclusively subject matter that is entitled to priority to, any patent or patent application set forth on Schedule 1.15 (including, but not limited to, any divisional, continuation, continuation-in-part, reissue, reexamination, or extension) with a priority date that is on or before the Distribution Date; and (d) any foreign counterpart of any of the foregoing patents and patent applications with a priority date that is on or before the Distribution Date.

“Concentrix Permits” shall mean all Permits owned or licensed by either Party or member of its Group primarily used or primarily held for use in the Concentrix Business as of the Effective Time.

“Concentrix Real Property” shall mean (a) all of the Real Property owned by either Party or member of its Group as of the Effective Time listed or described on Schedule 1.17(a), and (b) all the Real Property Leases to which either Party or member of its Group is party as of the Effective Time set forth on Schedule 1.18(b).

“Concentrix Shares” shall mean the shares of common stock, par value \$0.0001 per share, of Concentrix.

“Contribution” shall have the meaning set forth in the Recitals.

“Delayed SYNEX Asset” shall have the meaning set forth in Section 2.4(h).

“Delayed SYNEX Liability” shall have the meaning set forth in Section 2.4(h).

“Delayed Concentrix Asset” shall have the meaning set forth in Section 2.4(c).

“Delayed Concentrix Liability” shall have the meaning set forth in Section 2.4(c).

“Disclosure Document” shall mean any registration statement (including the Form 10) filed with the SEC by or on behalf of any Party or any member of its Group, and also includes any information statement (including the Information Statement), prospectus, offering memorandum, offering circular, periodic report or similar disclosure document, whether or not filed with the SEC or any other Governmental Authority, in each case which describes the Separation or the Distribution or primarily relates to the transactions contemplated hereby.

“Dispute” shall have the meaning set forth in Section 7.1.

“Distribution” shall have the meaning set forth in the Recitals.

“Distribution Date” shall mean the date of the consummation of the Distribution, which shall be determined by the SYNEX Board in its sole and absolute discretion.

“Distribution Ratio” shall mean a number equal to one.

“Effective Time” shall mean 11:59:59 p.m., California time, on the Distribution Date.

“Employee Matters Agreement” shall mean the Employee Matters Agreement to be entered into by and between SYNEX and Concentrix or any members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, as it may be amended from time to time.

“Exchange Act” shall mean the U.S. Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

“First Post-Distribution Report” shall have the meaning as set forth in Section 10.9.

“Force Majeure” shall mean, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which event (a) does not arise or result from the fault or negligence of such Party (or any Person acting on its behalf) and (b) by its nature would not reasonably have been foreseen by such Party (or such Person), or, if it would reasonably have been foreseen, was unavoidable, and includes acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems or unavailability of parts. Notwithstanding the foregoing, the receipt by a Party of an unsolicited takeover offer or other acquisition proposal, even if unforeseen or unavoidable, and such Party’s response thereto shall not be deemed an event of Force Majeure.

“Form 10” shall mean the registration statement on Form 10 filed by Concentrix with the SEC to effect the registration of Concentrix Shares pursuant to the Exchange Act in connection with the Distribution, as such registration statement may be amended or supplemented from time to time prior to the Distribution.

“Governmental Approvals” shall mean any Approvals or Notifications to be made to, or obtained from, any Governmental Authority.

“Governmental Authority” shall mean any nation or government, any state, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, provincial, local, domestic, foreign, supranational or multinational, exercising executive, legislative, judicial, regulatory, administrative or other similar functions of, or pertaining to, a government and any executive official thereof, including the NYSE and any similar self-regulatory body under applicable securities Laws.

“Group” shall mean either the Concentrix Group or the SYNEX Group, as the context requires.

“Indemnifying Party” shall have the meaning set forth in Section 4.4(a).

“Indemnified Party” shall have the meaning set forth in Section 4.4(a).

“Indemnity Payment” shall have the meaning set forth in Section 4.4(a).

“Information” shall mean information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other Software, marketing plans, customer names and records, supplier names and records, customer and supplier lists, customer and vendor data or correspondence, communications by or to attorneys (including attorney-client privileged communications), memos and other materials

prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data, files, papers, tapes, keys, correspondence, plans, invoices, forms, product data and literature, promotional and advertising materials, technical data, operating manuals, instructional documents, quality records and regulatory and compliance records; provided, that “Information” shall not include Registered IP.

“Information Statement” shall mean the information statement to be made available to the holders of SYNEX Shares in connection with the Distribution, as such information statement may be amended or supplemented from time to time prior to the Distribution.

“Information Technology” shall mean all technology, hardware, computers, servers, workstations, routers, hubs, switches, data communication lines, network and telecommunications equipment, Internet-related information technology infrastructure and other information technology equipment, in each case, other than Software.

“Initial Notice” shall have the meaning set forth in Section 7.1.

“Insurance Administration” shall mean, with respect to each insurance policy maintained by SYNEX or any member of the SYNEX Group, the accounting for premiums, retrospectively-rated premiums, defense costs, indemnity payments, deductibles and retentions, as appropriate, under the terms and conditions of each such policy; discussions or negotiations with insurers and the control of any Actions relating to any such policy; the reporting to excess insurance carriers of any losses or claims which may cause the per-occurrence, per claim or aggregate limits of any such policy to be exceeded; and the distribution of Insurance Proceeds as contemplated by this Agreement.

“Insurance Proceeds” shall mean those monies:

- (a) received by an insured from an insurance carrier; or
- (b) paid by an insurance carrier on behalf of the insured;

in any such case net of any costs or expenses incurred in the collection thereof to the extent such adjustment is demonstrably related to such proceeds and net of any applicable premium adjustments, including reserves and retrospectively rated premium adjustments (it being understood that Insurance Proceeds shall include amounts received under a captive insurance arrangement).

“Intellectual Property Rights” shall mean the rights associated with any of the following whether arising under the Laws of the United States or of any foreign or multinational jurisdiction: (a) patents, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations in part, substitutions, renewals, extensions and reexaminations of any of the foregoing, and all rights in any of the foregoing provided by international treaties or conventions; (b) trademarks, service marks, trade names, service names, trade dress, logos and other source or business identifiers, including all goodwill associated with any of the foregoing, and any and all common law rights

in and to any of the foregoing, registrations and applications for registration of any of the foregoing, all rights in and to any of the foregoing provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing; (c) Internet domain names, accounts with Facebook, LinkedIn, Twitter and similar social media platforms, registrations and related rights; (d) copyrightable works, copyrights, moral rights, mask work rights, database rights and design rights, in each case, other than Software, whether or not registered, and all registrations and applications for registration of any of the foregoing, and all rights in and to any of the foregoing provided by international treaties or conventions; (e) confidential and proprietary information, including trade secrets, invention disclosures, processes and know-how, in each case, other than Software; and (f) arising from or in respect of any Technology.

“Law” shall mean any national, supranational, international, federal, state, provincial, local or similar law (including common law), statute, code, order, ordinance, rule, regulation, treaty (including any Tax treaty), license, permit, authorization, approval, consent, decree, injunction, binding judicial or administrative interpretation or other requirement, in each case, enacted, promulgated, issued or entered by a Governmental Authority.

“LHO” shall have the meaning as set forth in Section 4.5(f).

“Liabilities” shall mean all debts, guarantees, assurances, commitments, liabilities, responsibilities, Losses, remediation, deficiencies, damages, fines, penalties, settlements, sanctions, costs, expenses, interest and obligations of any nature or kind, whether accrued or fixed, absolute or contingent, matured or unmatured, accrued or not accrued, asserted or unasserted, liquidated or unliquidated, foreseen or unforeseen, known or unknown, reserved or unreserved, or determined or determinable, including those arising under any Law, claim (including any Third-Party Claim), demand, Action, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority or arbitration tribunal, and those arising under any contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment undertaking or terms of employment, whether imposed or sought to be imposed by a Governmental Authority, another third Person, or a Party, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, or otherwise, in each case including all costs, expenses, interest, attorneys’ fees, disbursements and expenses of counsel, expert and consulting fees and costs related thereto or to the investigation or defense thereof and any equitable relief that is imposed in connection therewith.

“Linked” shall have the meaning set forth in Section 2.8(a).

“Losses” shall mean actual losses, costs, damages, penalties and expenses (including legal and accounting fees and expenses and costs of investigation and litigation), whether or not involving a Third-Party Claim.

“Mediation Request” shall have the meaning set forth in Section 7.2.

“Mediation Rules” shall have the meaning set forth in Section 7.2.

“Non-Claiming Party” shall have the meaning set forth in Section 5.1(d).

“NYSE” shall mean the New York Stock Exchange.

“Other IP” shall mean all Technology, other than Registered IP, that is owned by either Party or any member of its Group as of the Effective Time.

“Parties” shall mean the parties to this Agreement.

“Permits” shall mean permits, approvals, authorizations, consents, licenses or certificates issued by any Governmental Authority.

“Person” shall mean an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

“Plan of Reorganization” shall have the meaning set forth in Section 2.1(a).

“Prime Rate” shall mean the rate that Bloomberg displays as “Prime Rate by Country United States” at www.bloomberg.com/markets/rates-bonds/key-rates/ or on a Bloomberg terminal at PRIMBB Index.

“Privileged Information” shall mean any information, in written, oral, electronic or other tangible or intangible forms, including, without limitation, any communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), as to which a Party or any member of its Group would be entitled to assert or have asserted a privilege, including the attorney-client and attorney work product privileges.

“Real Property” shall mean land together with all easements, rights and interests arising out of the ownership thereof or appurtenant thereto and all buildings, structures, improvements and fixtures located thereon.

“Real Property Leases” shall mean all leases to Real Property and, to the extent covered by such leases, any and all buildings, structures, improvements and fixtures located thereon.

“Record Date” shall mean the close of business on the date to be determined by the SYNEX Board as the record date for determining holders of SYNEX Shares entitled to receive Concentrix Shares pursuant to the Distribution.

“Record Holders” shall mean the holders of record of SYNEX Shares as of the Record Date.

“Registered IP” shall mean all Intellectual Property Rights that are registered, filed, issued or granted under the authority of, with or by, any Governmental Authority, including all patents, invention registrations, registered copyrights, registered trademarks, registered service

marks, registered trade secrets, registered Internet domain names, and all applications for any of the foregoing.

“Representatives” shall mean, with respect to any Person, any of such Person’s directors, officers, employees, agents, consultants, advisors, accountants, attorneys or other representatives.

“SEC” shall mean the U.S. Securities and Exchange Commission.

“Security Interest” shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever.

“Separation” shall have the meaning set forth in the Recitals.

“Shared Contingent Liabilities” shall mean (i) any Liabilities relating to, arising out of or resulting from a general corporate matter of SYNEX occurring or existing at or prior to the Effective Time, including any such Liabilities (including any Liabilities relating to, arising out of or resulting from stockholder litigation or controversies arising out of or relating to actions or omissions occurring prior to the Effective Time, to the extent unresolved prior to the Effective Time and any amount paid or payable after the Effective Time by either Party or any member of its Group in respect of such Liabilities, and any Liabilities under federal and state securities laws) relating to, arising out of or resulting from claims made by or on behalf of holders of any of SYNEX’s securities (including debt securities), in their capacities as such, in respect of such general corporate matter; and

(ii) any Liabilities relating to, arising out of or resulting from any (a) claims for indemnification by any current or former directors, officers or employees of SYNEX or any of its current or former Subsidiaries (including any member of the Concentrix Group), in their capacities as such, or (b) claims for breach of fiduciary duties brought against current or former directors, officers or employees of SYNEX or any of its current or former Subsidiaries (including any member of the Concentrix Group), in their capacities as such, in each case, relating to any acts, omissions or events at or prior to the Effective Time; provided, however that Shared Contingent Liabilities shall not include (i) any Liability that relates to, arises out of or results from the Concentrix Business or a Concentrix Asset, (ii) any Liability that relates to, arises out of or results from the SYNEX Business or a SYNEX Asset, (iii) any Liability that relates to, arises out of or results from any Action with respect to the Separation or the Distribution (other than any Action related to any Disclosure Document), (iv) any Liability for Taxes, which shall be governed by the Tax Matters Agreement, or (v) any Liability that is otherwise specifically allocated under this Agreement or any other Ancillary Agreement.

“Shared Contract” shall have the meaning set forth in Section 2.8(a).

“Software” shall mean any and all (a) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow charts and

other work products used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (e) documentation, including user manuals and other training documentation, relating to any of the foregoing.

“Subsidiary” shall mean, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities, (ii) the total combined equity interests or (iii) the capital or profit interests, in the case of a partnership, or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

“SYNNEX” shall have the meaning set forth in the Preamble.

“SYNNEX Accounts” shall have the meaning set forth in Section 2.8(a).

“SYNNEX Assets” shall have the meaning set forth in Section 2.2(b).

“SYNNEX Board” shall have the meaning set forth in the Recitals.

“SYNNEX Business” shall mean (a) the business, operations, products, platforms, services and activities of the Technology Solutions segment of SYNNEX conducted at any time prior to the Effective Time by either Party or any member of its Group, and (b) any terminated, divested or discontinued businesses, operations and activities that, at the time of termination, divestiture or discontinuation, primarily related to the business, operations or activities described in clause (a) as then conducted.

“SYNNEX Group” shall mean SYNNEX and each Person that is a Subsidiary of SYNNEX (other than Concentrix and any other member of the Concentrix Group).

“SYNNEX Indemnified Parties” shall have the meaning set forth in Section 4.2.

“SYNNEX Liabilities” shall have the meaning set forth in Section 2.3(b).

“SYNNEX Shares” shall mean the shares of common stock, par value \$0.001 per share, of SYNNEX.

“Tangible Information” shall mean Information that is contained in written, electronic or other tangible forms.

“Tax” shall have the meaning set forth in the Tax Matters Agreement.

“Tax Matters Agreement” shall mean the Tax Matters Agreement to be entered into by and between SYNNEX and Concentrix in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, as it may be amended from time to time.

“Tax Opinion” shall have the meaning set forth in the Recitals.

“Tax Return” shall have the meaning set forth in the Tax Matters Agreement.

“Technology” shall mean all technology, designs, formulae, algorithms, procedures, methods, discoveries, processes, techniques, ideas, know-how, research and development, technical data, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship in any media, confidential, proprietary or nonpublic information, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, in each case, other than Software.

“Third Party” shall mean any Person other than the Parties or any members of their respective Groups.

“Third-Party Claim” shall have the meaning set forth in Section 4.5(a).

“Transfer Documents” shall have the meaning set forth in Section 2.1(b).

“Transferred Cash Amount” shall have the meaning set forth in Section 2.11.

“Transferred Entities” shall mean the entities set forth on Schedule 1.22.

“Unreleased SYNEX Liabilities” shall have the meaning set forth in Section 2.5(b)(ii).

“Unreleased Concentrix Liabilities” shall have the meaning set forth in Section 2.5(a)(ii).

ARTICLE II. THE SEPARATION

2.1. Transfer of Assets and Assumption of Liabilities.

(a) On or prior to the Effective Time, but in any case, prior to the Distribution, in accordance with the plan and structure set forth on Schedule 2.1(a) (the “Plan of Reorganization”):

(i) *Transfer and Assignment of Concentrix Assets.* SYNEX shall, and shall cause the applicable members of its Group to, contribute, assign, transfer, convey and deliver to Concentrix, or the applicable Concentrix Designees, and Concentrix or such Concentrix Designees shall accept from SYNEX and the applicable members of the SYNEX Group, all of SYNEX’s and such SYNEX Group members’ respective direct or indirect right, title and interest in and to all of the Concentrix Assets;

(ii) *Acceptance and Assumption of Concentrix Liabilities.* Concentrix and the applicable Concentrix Designees shall accept, assume and agree faithfully to perform, discharge and fulfill all the Concentrix Liabilities in accordance with their respective terms. Concentrix and such Concentrix Designees shall be responsible for all Concentrix Liabilities, regardless of when or where such Concentrix Liabilities arose or arise, or

whether the facts on which they are based occurred prior to or subsequent to the Effective Time, regardless of where or against whom such Concentrix Liabilities are asserted or determined (including any Concentrix Liabilities arising out of claims made by SYNnex's or Concentrix's respective Subsidiaries, Affiliates or Representatives, or by the respective Representatives of their Subsidiaries or Affiliates, against any member of the SYNnex Group or the Concentrix Group) or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the SYNnex Group or the Concentrix Group, or any of their respective Subsidiaries, Affiliates or Representatives;

(iii) *Transfer and Assignment of SYNnex Assets.* SYNnex and Concentrix shall cause Concentrix and the Concentrix Designees to contribute, assign, transfer, convey and deliver to SYNnex or certain members of the SYNnex Group designated by SYNnex, and SYNnex or such members of the SYNnex Group shall accept from Concentrix and the Concentrix Designees, all of Concentrix's and such Concentrix Designees' respective direct or indirect right, title and interest in and to all SYNnex Assets held by Concentrix or a Concentrix Designee; and

(iv) *Acceptance and Assumption of SYNnex Liabilities.* SYNnex and the applicable members of the SYNnex Group designated by SYNnex shall accept and assume and agree faithfully to perform, discharge and fulfill all of the SYNnex Liabilities in accordance with their respective terms. SYNnex and the applicable members of the SYNnex Group shall be responsible for all SYNnex Liabilities in accordance with their respective terms, regardless of when or where such SYNnex Liabilities arose or arise, whether the facts on which they are based occurred prior to or subsequent to the Effective Time, where or against whom such SYNnex Liabilities are asserted or determined (including any such SYNnex Liabilities arising out of claims made by SYNnex's or Concentrix's respective Subsidiaries, Affiliates or Representatives, or by the respective Representatives of their Subsidiaries or Affiliates, against any member of the SYNnex Group or the Concentrix Group) or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the SYNnex Group or the Concentrix Group, or any of their respective Subsidiaries, Affiliates or Representatives.

(b) *Transfer Documents.* In furtherance of the contribution, assignment, transfer, conveyance and delivery of the Concentrix Assets and the SYNnex Assets and the acceptance and assumption of the Concentrix Liabilities and the SYNnex Liabilities in accordance with Section 2.1(a), (i) each Party shall execute and deliver, and shall cause the applicable members of its Group to execute and deliver, such bills of sale, quitclaim deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment as and to the extent necessary to evidence the transfer, conveyance and assignment of all of such Party's and the applicable members of its Group's right, title and interest in and to such Assets to the other Party and the applicable members of its Group in accordance with Section 2.1(a), and

(ii) each Party shall execute and deliver, and shall cause the applicable members of its Group to execute and deliver, to the other Party such assumptions of contracts and other instruments of assumption as and to the extent necessary to evidence the valid and effective assumption of the Liabilities by such Party or the applicable members of its Group in accordance with Section 2.1(a). All of the foregoing documents contemplated by this Section 2.1(b) shall be referred to collectively herein as the “Transfer Documents.”

(c) *Misallocations.* In the event that at any time or from time to time (whether prior to, at or after the Effective Time), one Party (or any member of such Party’s Group) shall receive or otherwise possess any Asset that is allocated to the other Party (or any member of such Party’s Group) pursuant to this Agreement or any Ancillary Agreement, such Party shall promptly transfer, or cause to be transferred, such Asset to the Party so entitled thereto (or to any member of such Party’s Group), and such Party (or member of such Party’s Group) shall accept such Asset. Prior to any such transfer, the Person receiving or possessing such Asset shall hold such Asset in trust for any such other Person. In the event that at any time or from time to time (whether prior to, at or after the Effective Time), one Party hereto (or any member of such Party’s Group) shall receive or otherwise assume any Liability that is allocated to the other Party (or any member of such Party’s Group) pursuant to this Agreement or any Ancillary Agreement, such Party shall promptly transfer, or cause to be transferred, such Liability to the Party responsible therefor (or to the applicable member of such Party’s Group), and such Party (or member of such Party’s Group) shall accept, assume and agree to faithfully perform such Liability. The Parties shall, and shall cause the applicable members of their respective Group to, execute such Transfer Documents and take such further actions as may be required to effectuate the Transfers denoted in this Section 2.1.

(d) *Waiver of Bulk-Sale and Bulk-Transfer Laws.* Concentrix hereby waives compliance by each and every member of the SYNEX Group with the requirements and provisions of any “bulk-sale” or “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Concentrix Assets to any member of the Concentrix Group. SYNEX hereby waives compliance by each and every member of the Concentrix Group with the requirements and provisions of any “bulk-sale” or “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the SYNEX Assets to any member of the SYNEX Group.

(e) *Intellectual Property Rights.*

(i) If and to the extent that, as a matter of Law in any jurisdiction, SYNEX or the applicable members of its Group cannot assign, transfer or convey any of SYNEX’s or such SYNEX Group members’ respective direct or indirect right, title and interest in and to any Registered IP, Other IP, Software or Intellectual Property Rights included in the Concentrix Assets, then, to the extent possible, SYNEX shall, and shall cause the applicable members of its Group to, irrevocably grant to Concentrix, or the applicable Concentrix Designees, an exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit and

commercialize in any manner now known or in the future discovered and for whatever purpose, any such right, title or interest.

(ii) If and to the extent that, as a matter of Law in any jurisdiction, Concentrix or the applicable members of its Group cannot assign, transfer or convey any of Concentrix's or such Concentrix Group members' respective direct or indirect right, title and interest in and to any Registered IP, Other IP, Software or Intellectual Property Rights included in the SYNEX Assets, then, to the extent possible, Concentrix shall, and shall cause the applicable members of its Group to, irrevocably grant to SYNEX, or the applicable SYNEX Designees, an exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any such right, title or interest.

(iii) Each Party hereby grants to the other Party a non-exclusive, irrevocable, unassignable, non-transferable, worldwide, perpetual, royalty-free license to use the granting Party's Registered IP, Other IP, Software or Intellectual Property Rights if the receiving Party used such Registered IP, Other IP, Software or Intellectual Property Rights in its business at or prior to the Distribution Date.

2.2. Concentrix Assets; SYNEX Assets.

(a) *Concentrix Assets.* For purposes of this Agreement, "Concentrix Assets" shall mean:

(i) all Assets (including cash and cash equivalents) of either Party or any of the members of its Group included or reflected as assets of the Concentrix Group on the Concentrix Balance Sheet, subject to any dispositions of such Assets subsequent to the date of the Concentrix Balance Sheet; provided, that the amounts set forth on the Concentrix Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of Concentrix Assets pursuant to this subclause (i);

(ii) all Assets of either Party or any of the members of its Group as of the Effective Time that are of a nature or type that would have resulted in such Assets being included as Assets of Concentrix or members of the Concentrix Group on a pro forma combined balance sheet of the Concentrix Group or any notes or subledgers thereto as of the Effective Time (were such balance sheet, notes and subledgers to be prepared on a basis consistent with the determination of the Assets included on the Concentrix Balance Sheet), it being understood that (x) the Concentrix Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Assets that are included in the definition of Concentrix Assets pursuant to this subclause (ii); and (y) the amounts set forth on the Concentrix Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of Concentrix Assets pursuant to this subclause (ii);

(iii) all Assets of either Party or any of the members of its Group as of the Effective Time that are expressly provided by this Agreement or any Ancillary Agreement as Assets to be transferred to or owned by Concentrix or any other member of the Concentrix Group;

(iv) all Concentrix Contracts as of the Effective Time and all rights, interests or claims of either Party or any of the members of its Group thereunder as of the Effective Time;

(v) all Concentrix Intellectual Property and all rights, interests or claims of either Party or any of the members of its Group thereunder as of the Effective Time;

(vi) all Concentrix Information Technology and all rights, interests or claims of either Party or any of the members of its Group thereunder as of the Effective Time;

(vii) all Concentrix Permits as of the Effective Time and all rights, interests or claims of either Party or any of the members of its Group thereunder as of the Effective Time;

(viii) all Concentrix Real Property as of the Effective Time;

(ix) to the extent not already identified in clauses (i) through (ix) of this Section 2.2(a), all Assets of either Party or any of the members of its Group as of the Effective Time that are primarily used or primarily held for use in the Concentrix Business; provided, however, that if the Parties do not agree whether an Asset is primarily used or primarily held for use in the Concentrix Business, they will attempt in good faith to negotiate a resolution and, if the Parties are unable to negotiate a resolution, such Asset shall not be considered primarily used or primarily held for use in the Concentrix Business; and

(x) subject to applicable Law and the provisions of the applicable Ancillary Agreements, to the extent not already identified in clauses (i) through (ix) of this Section 2.2(a), all rights, interests and claims of either Party or any of the members of its Group as of the Effective Time with respect to Information that is exclusively related to the Concentrix Assets, the Concentrix Liabilities or the Concentrix Business, and a non-exclusive right to all Information that is related to, but not exclusively related to, the Concentrix Assets, the Concentrix Liabilities or the Concentrix Business (it being understood that no member of the SYNEX Group or the Concentrix Group shall be required to delete any Information from its systems).

Notwithstanding the foregoing, the Concentrix Assets shall not in any event include any Asset referred to in clauses (i) or (ii) of Section 2.2(b).

(b) *SYNEX Assets*. For the purposes of this Agreement, "SYNEX Assets" shall mean (i) all issued and outstanding capital stock or other equity interests of the Transferred

Entities that are owned by either Party or any members of its Group as of the Effective Time and (ii) all Assets of either Party or the members of its Group as of the Effective Time, other than the Concentrix Assets.

2.3. Concentrix Liabilities; SYNEX Liabilities.

(a) *Concentrix Liabilities.* For the purposes of this Agreement, “Concentrix Liabilities” shall mean the following Liabilities of either Party or any of the members of its Group:

(i) all Liabilities included or reflected as liabilities or obligations of Concentrix or the members of the Concentrix Group on the Concentrix Balance Sheet, subject to any discharge of such Liabilities subsequent to the date of the Concentrix Balance Sheet; provided, that the amounts set forth on the Concentrix Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of Concentrix Liabilities pursuant to this subclause (i);

(ii) all Liabilities as of the Effective Time that are of a nature or type that would have resulted in such Liabilities being included or reflected as liabilities or obligations of Concentrix or the members of the Concentrix Group on a pro forma combined balance sheet of the Concentrix Group or any notes or subledgers thereto as of the Effective Time (were such balance sheet, notes and subledgers to be prepared on a basis consistent with the determination of the Liabilities included on the Concentrix Balance Sheet), it being understood that (x) the Concentrix Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Liabilities that are included in the definition of Concentrix Liabilities pursuant to this subclause (ii); and (y) the amounts set forth on the Concentrix Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of Concentrix Liabilities pursuant to this subclause (ii);

(iii) all Liabilities relating to, arising out of or resulting from actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case, to the extent that such Liabilities relate to, arise out of or result from the Concentrix Business or a Concentrix Asset;

(iv) such portion of any Shared Contingent Liability as is appropriate to reflect the relative benefits received by the Concentrix Group and the relative fault of the Concentrix Group (as compared to the relative benefits received by the SYNEX Group and the relative fault of the SYNEX Group), in connection with the matter that gave rise to such Shared Contingent Liability; provided, however, that any Dispute between the Parties regarding the appropriate allocation of a Shared Contingent Liability between the Parties shall be resolved in accordance with the procedures set forth in Article VII;

(v) all Liabilities that are expressly provided by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be assumed by Concentrix or any other member of the Concentrix Group, and all agreements, obligations and Liabilities of any member of the Concentrix Group under this Agreement or any of the Ancillary Agreements;

(vi) all Liabilities relating to, arising out of or resulting from the Concentrix Contracts, the Concentrix Intellectual Property, the Concentrix Information Technology, the Concentrix Permits or the Concentrix Real Property; and

(vii) all Liabilities arising out of claims made by any Third Party (including, but not limited to, SYNEX's or Concentrix's respective directors, officers, stockholders, current and former employees, agents and service providers) against any member of the SYNEX Group or the Concentrix Group to the extent relating to, arising out of or resulting from the Concentrix Business or the Concentrix Assets or the other business, operations, activities or Liabilities referred to in clauses (i) through (vi) above;

provided that, notwithstanding the foregoing, the Parties agree that (A) the Liabilities set forth in Section 2.3(b) shall not be Concentrix Liabilities but instead shall be SYNEX Liabilities.

(b) *SYNEX Liabilities*. For the purposes of this Agreement, "SYNEX Liabilities" shall mean the all Liabilities of either Party or the members of its Group as of the Effective Time, other than the Concentrix Liabilities. For the avoidance of doubt, SYNEX Liabilities shall include (i) the portion of any Shared Contingent Liabilities that are not Concentrix Liabilities and (ii) any Liabilities relating to, arising out of or resulting from any Action with respect to the Separation or the Distribution (other than any Action related to any Disclosure Document) made or brought by any Third Party against either Party or any member of its Group.

2.4. Approvals and Notifications.

(a) *Approvals and Notifications for Concentrix Assets*. To the extent that the transfer or assignment of any Concentrix Asset, the assumption of any Concentrix Liability, the Separation, or the Distribution requires any Approvals or Notifications, the Parties shall use their commercially reasonable efforts to obtain or make such Approvals or Notifications as soon as reasonably practicable; provided, that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed between SYNEX and Concentrix, neither SYNEX nor Concentrix shall be obligated to contribute capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to obtain or make such Approvals or Notifications.

(b) *Delayed Concentrix Transfers*. If and to the extent that the valid, complete and perfected transfer or assignment to the Concentrix Group of any Concentrix Asset or assumption by the Concentrix Group of any Concentrix Liability would be a violation of applicable Law or

require any Approvals or Notifications in connection with the Separation or the Distribution that have not been obtained or made by the Effective Time then, unless the Parties mutually shall otherwise determine, the transfer or assignment to the Concentrix Group of such Concentrix Assets or the assumption by the Concentrix Group of such Concentrix Liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such Approvals or Notifications have been obtained or made. Notwithstanding the foregoing, any such Concentrix Assets or Concentrix Liabilities shall continue to constitute Concentrix Assets and Concentrix Liabilities, as the case may be, for all other purposes of this Agreement.

(c) *Treatment of Delayed Concentrix Assets and Delayed Concentrix Liabilities.* If any transfer or assignment of any Concentrix Asset or any assumption of any Concentrix Liability intended to be transferred, assigned or assumed hereunder, as the case may be, is not consummated on or prior to the Effective Time, whether as a result of the provisions of Section 2.4(b) or for any other reason (any such Concentrix Asset, a “Delayed Concentrix Asset” and any such Concentrix Liability, a “Delayed Concentrix Liability”), then, insofar as reasonably possible and subject to applicable Law, the member of the SYNEX Group retaining such Delayed Concentrix Asset or such Delayed Concentrix Liability, as the case may be, shall thereafter hold such Delayed Concentrix Asset or Delayed Concentrix Liability, as the case may be, for the use and benefit (or the performance and obligation, in the case of a Liability) of the member of the Concentrix Group entitled thereto (at the expense of the member of the Concentrix Group entitled thereto). In addition, the member of the SYNEX Group retaining such Delayed Concentrix Asset or such Delayed Concentrix Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such Delayed Concentrix Asset or Delayed Concentrix Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the member of the Concentrix Group to whom such Delayed Concentrix Asset is to be transferred or assigned, or which will assume such Delayed Concentrix Liability, as the case may be, in order to place such member of the Concentrix Group in a substantially similar position as if such Delayed Concentrix Asset or Delayed Concentrix Liability had been transferred, assigned or assumed as contemplated hereby and so that all the benefits and burdens relating to such Delayed Concentrix Asset or Delayed Concentrix Liability, as the case may be, including use, risk of loss, potential for gain, and dominion, control and command over such Delayed Concentrix Asset or Delayed Concentrix Liability, as the case may be, and all costs and expenses related thereto, shall inure from and after the Effective Time to the Concentrix Group.

(d) *Transfer of Delayed Concentrix Assets and Delayed Concentrix Liabilities.* If and when the Approvals or Notifications, the absence of which caused the deferral of transfer or assignment of any Delayed Concentrix Asset or the deferral of assumption of any Delayed Concentrix Liability pursuant to Section 2.4(b), are obtained or made, and, if and when any other legal impediments for the transfer or assignment of any Delayed Concentrix Asset or the assumption of any Delayed Concentrix Liability have been removed, the transfer or assignment of the applicable Delayed Concentrix Asset or the assumption of the applicable Delayed Concentrix Liability, as the case may be, shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(e) *Costs for Delayed Concentrix Assets and Delayed Concentrix Liabilities.* Any member of the SYNNEC Group retaining a Delayed Concentrix Asset or Delayed Concentrix Liability due to the deferral of the transfer or assignment of such Delayed Concentrix Asset or the deferral of the assumption of such Delayed Concentrix Liability, as the case may be, shall not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced (or otherwise made available) by Concentrix or the member of the Concentrix Group entitled to the Delayed Concentrix Asset or Delayed Concentrix Liability, other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by Concentrix or the member of the Concentrix Group entitled to such Delayed Concentrix Asset or Delayed Concentrix Liability.

(f) *Approvals and Notifications for SYNNEC Assets.* To the extent that the transfer or assignment of any SYNNEC Asset or the assumption of any SYNNEC Liability requires any Approvals or Notifications, the Parties shall use their commercially reasonable efforts to obtain or make such Approvals or Notifications as soon as reasonably practicable; provided, that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed between SYNNEC and Concentrix, neither SYNNEC nor Concentrix shall be obligated to contribute capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to obtain or make such Approvals or Notifications.

(g) *Delayed SYNNEC Transfers.* If and to the extent that the valid, complete and perfected transfer or assignment to the SYNNEC Group of any SYNNEC Asset or assumption by the SYNNEC Group of any SYNNEC Liability would be a violation of applicable Law or require any Approval or Notification in connection with the Separation or the Distribution that has not been obtained or made by the Effective Time then, unless the Parties mutually shall otherwise determine, the transfer or assignment to the SYNNEC Group of such SYNNEC Assets or the assumption by the SYNNEC Group of such SYNNEC Liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such Approval or Notification has been obtained or made. Notwithstanding the foregoing, any such SYNNEC Assets or SYNNEC Liabilities shall continue to constitute SYNNEC Assets and SYNNEC Liabilities, as the case may be, for all other purposes of this Agreement.

(h) *Treatment of Delayed SYNNEC Assets and Delayed SYNNEC Liabilities.* If any transfer or assignment of any SYNNEC Asset or any assumption of any SYNNEC Liability intended to be transferred, assigned or assumed hereunder, as the case may be, is not consummated on or prior to the Effective Time whether as a result of the provisions of Section 2.4(g) or for any other reason (any such SYNNEC Asset, a "Delayed SYNNEC Asset" and any such SYNNEC Liability, a "Delayed SYNNEC Liability"), then, insofar as reasonably possible, the member of the Concentrix Group retaining such Delayed SYNNEC Asset or such Delayed SYNNEC Liability, as the case may be, shall thereafter hold such Delayed SYNNEC Asset or Delayed SYNNEC Liability, as the case may be, for the use and benefit (or the performance or obligation, in the case of a Liability) of the member of the SYNNEC Group entitled thereto (at

the expense of the member of the SYNnex Group entitled thereto). In addition, the member of the Concentrix Group retaining such Delayed SYNnex Asset or such Delayed SYNnex Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such Delayed SYNnex Asset or Delayed SYNnex Liability in the ordinary course of business in accordance with past practice. Such member of the Concentrix Group shall also take such other actions as may be reasonably requested by the member of the SYNnex Group to which such Delayed SYNnex Asset is to be transferred or assigned, or which will assume such Delayed SYNnex Liability, as the case may be, in order to place such member of the SYNnex Group in a substantially similar position as if such Delayed SYNnex Asset or Delayed SYNnex Liability had been transferred, assigned or assumed and so that all the benefits and burdens relating to such Delayed SYNnex Asset or Delayed SYNnex Liability, and all costs and expenses related thereto, shall inure from and after the Effective Time to the SYNnex Group.

(i) *Transfer of Delayed SYNnex Assets and Delayed SYNnex Liabilities.* If and when the Approvals or Notifications, the absence of which caused the deferral of transfer or assignment of any Delayed SYNnex Asset or the deferral of assumption of any Delayed SYNnex Liability pursuant to Section 2.5(g), are obtained or made, and, if and when any other legal impediments for the transfer or assignment of any Delayed SYNnex Asset or the assumption of any Delayed SYNnex Liability have been removed, the transfer or assignment of the applicable Delayed SYNnex Asset or the assumption of the applicable Delayed SYNnex Liability, as the case may be, shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(j) *Costs for Delayed SYNnex Assets and Delayed SYNnex Liabilities.* Any member of the Concentrix Group retaining a Delayed SYNnex Asset or Delayed SYNnex Liability due to the deferral of the transfer or assignment of such Delayed SYNnex Asset or the deferral of the assumption of such Delayed SYNnex Liability, as the case may be, shall not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced (or otherwise made available) by SYNnex or the member of the SYNnex Group entitled to the Delayed SYNnex Asset or Delayed SYNnex Liability, other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by SYNnex or the member of the SYNnex Group entitled to such Delayed SYNnex Asset or Delayed SYNnex Liability.

2.5. Novation of Liabilities.

(a) Novation of Concentrix Liabilities.

(i) Each of SYNnex and Concentrix, at the request of the other Party, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, as soon as reasonably practicable, any consent, substitution, approval or amendment required to novate or assign all Concentrix Liabilities and obtain in writing the unconditional release of each member of the SYNnex Group that is a party to or otherwise bound by any such arrangements, so that, in any such case, the members of the Concentrix Group shall be

solely responsible for such Concentrix Liabilities; provided, that, except as otherwise expressly provided in this Agreement or any of the Ancillary Agreements, neither SYNEX nor Concentrix shall be obligated to contribute any capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any third Person from whom any such consent, substitution, approval, amendment or release is requested.

(ii) If SYNEX or Concentrix is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release and the applicable member of the SYNEX Group continues to be bound by such agreement, lease, license or other obligation or Liability (each, an "Unreleased Concentrix Liability"), Concentrix shall, to the extent not prohibited by Law, as indemnitor, guarantor, agent or subcontractor for such member of the SYNEX Group, as the case may be, (A) pay, perform and discharge fully all the obligations or other Liabilities of such member of the SYNEX Group that constitute Unreleased Concentrix Liabilities from and after the Effective Time and (B) use its commercially reasonable efforts to effect such payment, performance or discharge prior to the time any demand for such payment, performance or discharge is permitted to be made by the obligee thereunder on any member of the SYNEX Group. If and when any such consent, substitution, approval, amendment or release shall be obtained or the Unreleased Concentrix Liabilities shall otherwise become assignable or able to be novated, SYNEX shall promptly assign, or cause to be assigned, and Concentrix or the applicable Concentrix Group member shall assume, such Unreleased Concentrix Liabilities without exchange of further consideration.

(b) Novation of SYNEX Liabilities.

(i) Each of SYNEX and Concentrix, at the request of the other, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, as soon as reasonably practicable, any consent, substitution, approval or amendment required to novate or assign all SYNEX Liabilities and obtain in writing the unconditional release of each member of the Concentrix Group that is a party to or otherwise bound by any such arrangements, so that, in any such case, the members of the SYNEX Group shall be solely responsible for such SYNEX Liabilities; provided, that, except as otherwise expressly provided in this Agreement or any of the Ancillary Agreements, neither SYNEX nor Concentrix shall be obligated to contribute any capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any third Person from whom any such consent, substitution, approval, amendment or release is requested.

(ii) If SYNEX or Concentrix is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release and the applicable member of the Concentrix Group continues to be bound by such agreement, lease, license or other obligation or Liability (each, an "Unreleased SYNEX Liability"), SYNEX shall, to the extent not prohibited by Law, as indemnitor, guarantor, agent or

subcontractor for such member of the Concentrix Group, as the case may be, (A) pay, perform and discharge fully all the obligations or other Liabilities of such member of the Concentrix Group that constitute Unreleased SYNnex Liabilities from and after the Effective Time and (B) use its commercially reasonable efforts to effect such payment, performance or discharge prior to the time any demand for such payment, performance or discharge is permitted to be made by the obligee thereunder on any member of the Concentrix Group. If and when any such consent, substitution, approval, amendment or release shall be obtained or the Unreleased SYNnex Liabilities shall otherwise become assignable or able to be novated, Concentrix shall promptly assign, or cause to be assigned, and SYNnex or the applicable SYNnex Group member shall assume, such Unreleased SYNnex Liabilities without exchange of further consideration.

2.6. Release of Guarantees. In furtherance of, and not in limitation of, the obligations set forth in Section 2.5:

(a) On or prior to the Effective Time, each of SYNnex and Concentrix shall, with the reasonable cooperation of the other Party and the applicable member(s) of such other Party's Group, use its reasonable best efforts to (i) have any member(s) of the SYNnex Group removed as guarantor of or obligor for any Concentrix Liability to the extent that they relate to Concentrix Liabilities, including the removal of any Security Interest on or in any SYNnex Asset that may serve as collateral or security for any such Concentrix Liability; and (ii) have any member(s) of the Concentrix Group removed as guarantor of or obligor for any SYNnex Liability to the extent that they relate to SYNnex Liabilities, including the removal of any Security Interest on or in any Concentrix Asset that may serve as collateral or security for any such SYNnex Liability.

(b) To the extent required to obtain a release from a guarantee of:

(i) any member of the SYNnex Group, Concentrix shall execute a guarantee agreement in the form of the existing guarantee or such other form as is agreed to by the relevant parties to such guarantee agreement, which agreement shall include the removal of any Security Interest on or in any SYNnex Asset that may serve as collateral or security for any such SYNnex Liability, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (A) with which Concentrix would be reasonably unable to comply or (B) which Concentrix would not reasonably be able to avoid breaching; and

(ii) any member of the Concentrix Group, SYNnex shall execute a guarantee agreement in the form of the existing guarantee or such other form as is agreed to by the relevant parties to such guarantee agreement, which agreement shall include the removal of any Security Interest on or in any Concentrix Asset that may serve as collateral or security for any such Concentrix Liability, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (A) with which SYNnex would be reasonably unable to comply or (B) which SYNnex would not reasonably be able to avoid breaching.

(c) If SYNnex or Concentrix is unable to obtain, or to cause to be obtained, any such required removal or release as set forth in clauses (a) and (b) of this Section 2.6, (i) the Party or the relevant member of its Group that has assumed the Liability with respect to such guarantee shall indemnify, defend and hold harmless the guarantor or obligor against or from any Liability arising from or relating thereto in accordance with the provisions of Article IV and shall, as agent or subcontractor for such guarantor or obligor, pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder; (ii) each of SYNnex and Concentrix, on behalf of itself and the other members of its Group, agree not to renew or extend the term of, increase any obligations under, or transfer to a Third Party, any loan, guarantee, lease, contract or other obligation for which the other Party or a member of its Group is or may be liable unless all obligations of such other Party and the members of such other Party's Group with respect thereto are thereupon terminated by documentation satisfactory in form and substance to such other Party; and (iii) the Parties agree that any such guarantee shall remain outstanding subject to the terms of this Agreement in connection with the Separation and Distribution.

2.7. Termination of Agreements.

(a) Except as set forth in Section 2.7(b), in furtherance of the releases and other provisions of Section 4.1, Concentrix and each member of the Concentrix Group, on the one hand, and SYNnex and each member of the SYNnex Group, on the other hand, hereby terminate any and all agreements, arrangements, commitments or understandings, whether or not in writing, between or among Concentrix and/or any member of the Concentrix Group, on the one hand, and SYNnex and/or any member of the SYNnex Group, on the other hand, effective as of the Effective Time. No such terminated agreement, arrangement, commitment or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Effective Time. Each Party shall, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

(b) The provisions of Section 2.7(a) shall not apply to any of the following agreements, arrangements, commitments or understandings (or to any of the provisions thereof): (i) this Agreement, the Ancillary Agreements and the Commercial Agreements (and each other agreement or instrument expressly contemplated by this Agreement or any Ancillary Agreement or Commercial Agreement to be entered into by any of the Parties or any of the members of their respective Groups or to be continued from and after the Effective Time); (ii) any agreements, arrangements, commitments or understandings listed or described on Schedule 2.7(b)(ii); (iii) any agreements, arrangements, commitments or understandings to which any Third Party is a party; (iv) any intercompany accounts payable or accounts receivable accrued as of the Effective Time that are reflected in the books and records of the Parties or otherwise documented in writing in accordance with past practices, which shall be settled in the manner contemplated by Section 2.7(c); and (v) any Shared Contracts.

(c) All of the intercompany accounts receivable and accounts payable between any member of the SYNnex Group, on the one hand, and any member of the Concentrix Group, on

the other hand, outstanding as of the Effective Time and arising out of the contracts or agreements described in Section 2.7(b) or out of the provision, prior to the Effective Time, of the services to be provided following the Effective Time pursuant to the Ancillary Agreements or the Commercial Agreements shall be repaid or settled following the Effective Time in the ordinary course of business or, if otherwise mutually agreed prior to the Effective Time by duly authorized representatives of Concentrix and SYNEX, cancelled, assigned or assumed by Concentrix or one or more Concentrix Subsidiaries. All other intercompany accounts receivable and accounts payable between any member of the SYNEX Group, on the one hand, and any member of the Concentrix Group, on the other hand, outstanding as of the Effective Time shall be repaid or settled as promptly as practicable after the Effective Time.

2.8. Treatment of Shared Contracts.

(a) Subject to applicable Law and without limiting the generality of the obligations set forth in Section 2.1, unless the Parties otherwise agree or the benefits of any contract, agreement, arrangement, commitment or understanding described in this Section 2.8 are expressly conveyed to the applicable Party pursuant to this Agreement or an Ancillary Agreement, any (i) contract or agreement, a portion of which is a Concentrix Contract, and the remainder of which is an SYNEX Asset or (ii) any contract or agreement entered into prior to the Effective Time that relates to the Concentrix Business but is not exclusively related to the Concentrix Business and with respect to which the portion that relates to the Concentrix Business cannot be divided (any such contract or agreement, a “Shared Contract”), shall be assigned in relevant part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended prior to, on or after the Effective Time, so that each Party or applicable member of its Group shall, as of the Effective Time, be entitled to the rights and benefits, and shall assume the related portion of any Liabilities, inuring to its respective businesses; provided, that (A) in no event shall any member of any Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract which is not assignable (or cannot be amended) by its terms (including any terms imposing consents or conditions on an assignment where such consents or conditions have not been obtained or fulfilled) and (B) if any Shared Contract cannot be so partially assigned by its terms or otherwise or cannot be amended, if such assignment or amendment would impair the benefit the parties thereto derive from such Shared Contract or if such Shared Contract is listed or described on Schedule 2.8(a), then the Parties shall, and shall cause each of the members of their respective Groups to, take such other reasonable and permissible actions (including by providing prompt written notice to the other Party with respect to any relevant claim of Liability or other relevant matters arising in connection with a Shared Contract so as to allow such other Party the ability to exercise any applicable rights under such Shared Contract) to cause a member of the Concentrix Group or the SYNEX Group, as the case may be, to receive the rights and benefits of that portion of each Shared Contract that relates to the Concentrix Business or the SYNEX Business, respectively (in each case, to the extent so related), as if such Shared Contract had been assigned to (or amended to admit) a member of the applicable Group pursuant to this Section 2.8, and to bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement), as if such Liabilities had been assumed by a member of the applicable Group pursuant to this Section 2.8.

(b) Each of SYNnex and Concentrix shall, and shall cause the members of its Group to, (i) treat for all Tax purposes the portion of each Shared Contract inuring to its respective businesses as Assets owned by, and/or Liabilities of, as applicable, such Party, or the members of its Group, as applicable, not later than the Effective Time, and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law).

(c) Nothing in this Section 2.8 shall require any member of any Group to make any non-*de minimis* payment (except to the extent advanced, assumed or agreed in advance to be reimbursed by any member of the other Group), incur any non-*de minimis* obligation or grant any non-*de minimis* concession for the benefit of any member of the other Group in order to effect any transaction contemplated by this Section 2.8.

2.9. Bank Accounts; Cash Balances.

(a) Each Party agrees to take, or cause the members of its Group to take, at the Effective Time (or such earlier time as the Parties may agree), (i) all actions necessary to amend all contracts or agreements governing each bank and brokerage account owned by Concentrix or any other member of the Concentrix Group (collectively, the “Concentrix Accounts”) and all contracts or agreements governing each bank or brokerage account owned by SYNnex or any other member of the SYNnex Group (collectively, the “SYNnex Accounts”) so that each such Concentrix Account and SYNnex Account, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter “Linked”) to any SYNnex Account or Concentrix Account, respectively, is de-Linked from such SYNnex Account or Concentrix Account, respectively, and (ii) all actions necessary to remove all SYNnex Representatives as signatories or authorized persons with respect to the Concentrix Accounts and all Concentrix Representatives as signatories or authorized persons with respect to the SYNnex Accounts.

(b) With respect to any outstanding checks issued or payments initiated by SYNnex, Concentrix, or any of the members of their respective Groups prior to the Effective Time, such outstanding checks and payments shall be honored following the Effective Time by the Person or Group owning the account on which the check is drawn or from which the payment was initiated, respectively.

(c) As between SYNnex and Concentrix (and the members of their respective Groups), all payments made and reimbursements or other payments received after the Effective Time by either Party (or member of its Group) that relate to a business, Asset or Liability of the other Party (or member of its Group), shall be held by such Party in trust for the use and benefit of the Party entitled thereto and, promptly following receipt by such Party of any such payment or reimbursement, such Party shall pay over, or shall cause the applicable member of its Group to pay over, to the other Party the amount of such payment or reimbursement without right of set-off.

2.10. Ancillary Agreements. Effective on or prior to the Effective Time, each of SYNEX and Concentrix will, or will cause the applicable members of its Group to, execute and deliver all Ancillary Agreements to which it is a party.

2.11. Disclaimer of Representations and Warranties. EACH OF SYNEX (ON BEHALF OF ITSELF AND EACH MEMBER OF THE SYNEX GROUP) AND CONCENTRIX (ON BEHALF OF ITSELF AND EACH MEMBER OF THE CONCENTRIX GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT OR COMMERCIAL AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR COMMERCIAL AGREEMENT, ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENT, ANY COMMERCIAL AGREEMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR APPROVALS REQUIRED IN CONNECTION THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY CLAIM OR OTHER ASSET, INCLUDING ANY ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY ASSIGNMENT, DOCUMENT OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT OR ANY COMMERCIAL AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM OF DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE WILL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, AND (II) ANY NECESSARY APPROVALS OR NOTIFICATIONS ARE NOT OBTAINED OR MADE OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

2.12. Financial Information Certifications. SYNEX's disclosure controls and procedures and internal control over financial reporting (as each is contemplated by the Exchange Act) are currently applicable to the Concentrix Group insofar as the members of the Concentrix Group are Subsidiaries of SYNEX. In order to enable the principal executive officer and principal financial officer of Concentrix to make the certifications required of them under Section 302 of the Sarbanes-Oxley Act of 2002 in respect of quarterly and annual periods beginning prior to and ending after the Effective Time, SYNEX, as soon as reasonably practicable following the Distribution Date and, in any event, within forty (40) days of the end of any fiscal quarter other than the fourth fiscal quarter, and within sixty (60) days of the end of any fiscal year, in each case beginning prior to and ending after the Effective Time, shall provide Concentrix with one (1) or more certifications with respect to such disclosure controls and procedures, its internal control

over financial reporting and the effectiveness thereof, which certification(s) shall be in substantially the same form as those that had been provided by officers or employees of SYNnex in similar certifications delivered prior to the Distribution Date. Such certification(s) shall be provided by SYNnex (and not by any officer or employee in his or her individual capacity).

ARTICLE III. THE DISTRIBUTION

3.1. Sole and Absolute Discretion; Cooperation.

(a) SYNnex shall, in its sole and absolute discretion, determine the terms of the Distribution, including the form, structure and terms of any transaction(s) and/or offering(s) to effect the Distribution and the timing and conditions to the consummation of the Distribution. In addition, SYNnex may, at any time and from time to time until the consummation of the Distribution, modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution. Nothing shall in any way limit SYNnex's right to terminate this Agreement or the Distribution as set forth in Article IX or alter the consequences of any such termination from those specified in Article IX.

(b) Concentrix shall cooperate with SYNnex to accomplish the Distribution and shall, at SYNnex's direction, promptly take any and all actions necessary or desirable to effect the Distribution, including in respect of the registration under the Exchange Act of Concentrix Shares on the Form 10. SYNnex shall select any investment bank or manager in connection with the Distribution, as well as any financial printer, solicitation and/or exchange agent and financial, legal, accounting and other advisors. Concentrix and SYNnex will provide to the Agent any information required in order to complete the Distribution.

3.2. Actions Prior to the Distribution. Prior to the Effective Time and subject to the terms and conditions set forth herein, the Parties shall take, or cause to be taken, the following actions in connection with the Distribution:

(a) *Notice to NYSE.* SYNnex shall, to the extent possible, give the NYSE not less than ten (10) days' advance notice of the Record Date in compliance with Rule 10b-17 under the Exchange Act.

(b) *Concentrix Certificate of Incorporation and Concentrix Bylaws.* On or prior to the Distribution Date, SYNnex and Concentrix shall take all necessary actions so that, as of the Effective Time, the Concentrix Certificate of Incorporation and the Concentrix Bylaws shall become the certificate of incorporation and bylaws of Concentrix, respectively.

(c) *Concentrix Directors and Officers.* On or prior to the Distribution Date, SYNnex and Concentrix shall take all necessary actions so that as of the Effective Time: (i) the directors and executive officers of Concentrix shall be those set forth in the Information Statement made available to the Record Holders prior to the Distribution Date, unless otherwise

agreed by the Parties; and (ii) Concentrix shall have such other officers as the board of directors of Concentrix shall appoint.

(d) *Exchange Listing.* Concentrix shall prepare and file, and shall use its reasonable best efforts to have approved, an application for the listing of the Concentrix Shares to be distributed in the Distribution on the Nasdaq Global Select Market, subject to official notice of distribution.

(e) *Securities Law Matters.* Concentrix shall file any amendments or supplements to the Form 10 as may be necessary or advisable in order to cause the Form 10 to become and remain effective as required by the SEC or federal, state or other applicable securities Laws. SYNEX and Concentrix shall cooperate in preparing, filing with the SEC and causing to become effective registration statements or amendments thereof that are required to reflect the establishment of, or amendments to, any employee benefit and other plans necessary or advisable in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. SYNEX and Concentrix will prepare, and Concentrix will, to the extent required under applicable Law, file with the SEC any such documentation and any requisite no-action letters that SYNEX determines are necessary or desirable to effectuate the Distribution, and SYNEX and Concentrix shall each use its reasonable best efforts to obtain all necessary approvals from the SEC with respect thereto as soon as practicable. SYNEX and Concentrix shall take all such action as may be necessary or appropriate under the securities or blue sky Laws of the United States (and any comparable Laws under any foreign jurisdiction) in connection with the Distribution.

(f) *Availability of Information Statement.* SYNEX shall, as soon as is reasonably practicable after the Form 10 is declared effective under the Exchange Act and the SYNEX Board has approved the Distribution, cause the Information Statement to be mailed to the Record Holders or, in connection with the delivery of a notice of Internet availability of the Information Statement to such holders, posted on the Internet.

(g) *The Distribution Agent.* SYNEX shall enter into a distribution agent agreement with the Agent or otherwise provide instructions to the Agent regarding the Distribution.

(h) *Stock-Based Employee Benefit Plans.* SYNEX and Concentrix shall take all actions as may be necessary to approve the grants of adjusted equity awards by SYNEX (in respect of SYNEX Shares) and Concentrix (in respect of Concentrix Shares) in connection with the Distribution in order to satisfy the requirements of Rule 16b-3 under the Exchange Act.

3.3. Conditions to the Distribution.

(a) The consummation of the Distribution will be subject to the satisfaction, or waiver by SYNEX in its sole and absolute discretion, of the following conditions:

(i) The SEC shall have declared effective the Form 10; no order suspending the effectiveness of the Form 10 shall be in effect; and no proceedings for such purpose shall have been instituted or threatened by the SEC.

(ii) The Information Statement shall have been mailed to the Record Holders or, in connection with the delivery of a notice of Internet availability of the Information Statement to such holders, posted on the Internet.

(iii) SYNEX shall have received the Tax Opinion regarding the qualification of the Contribution and the Distribution, taken together, as a transaction that is generally tax free for U.S. federal income tax purposes under Sections 368(a)(1)(D) and 355 of the Code.

(iv) The transfer of the Concentrix Assets (other than any Delayed Concentrix Asset) and Concentrix Liabilities (other than any Delayed Concentrix Liability) contemplated to be transferred from SYNEX to Concentrix on or prior to the Distribution shall have occurred as contemplated by Section 2.1, and the transfer of the SYNEX Assets (other than any Delayed SYNEX Asset) and SYNEX Liabilities (other than any Delayed SYNEX Liability) contemplated to be transferred from Concentrix to SYNEX on or prior to the Distribution Date shall have occurred as contemplated by Section 2.1, in each case pursuant to the Plan of Reorganization.

(v) An independent appraisal firm acceptable to SYNEX shall have delivered one or more opinions to the SYNEX Board confirming the solvency and financial viability of SYNEX and Concentrix after consummation of the Distribution, and such opinions shall be acceptable to SYNEX in form and substance in SYNEX's sole discretion and such opinions shall not have been withdrawn or rescinded.

(vi) The actions and filings necessary or appropriate under applicable U.S. federal, U.S. state or other securities Laws or blue sky Laws and the rules and regulations thereunder shall have been taken or made, and, where applicable, have become effective or been accepted by the applicable Governmental Authority.

(vii) Any Approvals or Notifications of any Governmental Authorities required for the consummation of the Separation and Distribution have been obtained.

(viii) Each of the Ancillary Agreements shall have been duly executed and delivered by the applicable parties thereto.

(ix) No order, injunction or decree issued by any Governmental Authority of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Separation, the Distribution or any of the transactions related thereto shall be in effect.

(x) The Concentrix Shares to be distributed to the SYNEX stockholders in the Distribution shall have been accepted for listing on the Nasdaq Global Select Market, subject to official notice of distribution.

(xi) No other events or developments shall exist or shall have occurred that, in the judgment of the SYNEX Board, in its sole and absolute discretion, make it inadvisable to effect the Separation, the Distribution or the transactions contemplated by this Agreement or any Ancillary Agreement.

(b) The foregoing conditions are for the sole benefit of SYNEX and shall not give rise to or create any duty on the part of SYNEX or the SYNEX Board to waive or not waive any such condition or in any way limit SYNEX's right to terminate this Agreement as set forth in Article IX or alter the consequences of any such termination from those specified in Article IX. Any determination made by the SYNEX Board prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in Section 3.3(a) shall be conclusive and binding on the Parties. If SYNEX waives any material condition, it shall promptly issue a press release disclosing such fact and file a Current Report on Form 8-K with the SEC describing such waiver.

3.4. The Distribution.

(a) Subject to Section 3.3, on or prior to the Effective Time, Concentrix will deliver to the Agent, for the benefit of the Record Holders, book-entry transfer authorizations for such number of the outstanding Concentrix Shares as is necessary to effect the Distribution, and shall cause the transfer agent for the SYNEX Shares to instruct the Agent to distribute at the Effective Time the appropriate number of Concentrix Shares to each such holder or designated transferee or transferees of such holder by way of direct registration in book-entry form. Concentrix will not issue paper stock certificates in respect of the Concentrix Shares. The Distribution shall be effective at the Effective Time.

(b) Subject to Sections 3.3, each Record Holder will be entitled to receive in the Distribution a number of whole Concentrix Shares equal to the number of SYNEX Shares held by such Record Holder on the Record Date multiplied by the Distribution Ratio.

(c) Any Concentrix Shares that remain unclaimed by any Record Holder one hundred and eighty (180) days after the Distribution Date shall be delivered to Concentrix, and Concentrix or its transfer agent shall hold such Concentrix Shares for the account of such Record Holder, and the Parties agree that all obligations to provide such Concentrix Shares shall be obligations of Concentrix, subject in each case to applicable escheat or other abandoned property Laws, and SYNEX shall have no Liability with respect thereto.

(d) Until the Concentrix Shares are duly transferred in accordance with this Section 3.4 and applicable Law, from and after the Effective Time, Concentrix will regard the Persons entitled to receive such Concentrix Shares as record holders of Concentrix Shares in accordance with the terms of the Distribution without requiring any action on the part of such Persons.

Concentrix agrees that, subject to any transfers of such shares, from and after the Effective Time (i) each such holder will be entitled to receive all dividends payable on, and exercise voting rights and all other rights and privileges with respect to, the Concentrix Shares then held by such holder, and (ii) each such holder will be entitled, without any action on the part of such holder, to receive evidence of ownership of the Concentrix Shares then held by such holder.

ARTICLE IV.
MUTUAL RELEASES; INDEMNIFICATION

4.1. Release of Pre-Distribution Claims.

(a) *Concentrix Release of SYNEX.* Except as provided in Sections 4.1(c) and 4.3, effective as of the Effective Time, Concentrix does hereby, for itself and each other member of the Concentrix Group, and their respective successors and assigns, and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the Concentrix Group (in each case, in their respective capacities as such), surrender, relinquish, release and forever discharge (i) SYNEX and the members of the SYNEX Group, and their respective successors and assigns, and (ii) all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the SYNEX Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, in each case from: (A) all Concentrix Liabilities, (B) all Liabilities arising from or in connection with the transactions and all other activities to implement the Separation and the Distribution and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent relating to, arising out of or resulting from the Concentrix Business, the Concentrix Assets or the Concentrix Liabilities.

(b) *SYNEX Release of Concentrix.* Except as provided in Sections 4.1(c) and 4.2, effective as of the Effective Time, SYNEX does hereby, for itself and each other member of the SYNEX Group and their respective successors and assigns, and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the SYNEX Group (in each case, in their respective capacities as such), surrender, relinquish, release and forever discharge (i) Concentrix and the members of the Concentrix Group and their respective successors and assigns, and (ii) all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the Concentrix Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from (A) all SYNEX Liabilities, (B) all Liabilities arising from or in connection with the transactions and all other activities to implement the Separation and the Distribution and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such

Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent relating to, arising out of or resulting from the SYNEX Business, the SYNEX Assets or the SYNEX Liabilities.

(c) *Obligations Not Affected.* Nothing contained in Sections 4.1(a) or 4.1(b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that are specified in Section 2.7(b) or the applicable Schedules thereto as not to terminate as of the Effective Time, in each case in accordance with its terms. Nothing contained in Sections 4.1(a) or 4.1(b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any members of the SYNEX Group and any members of the Concentrix Group that is specified in Section 2.7(b) or the applicable Schedules thereto as not to terminate as of the Effective Time, or any other Liability specified in Section 2.7(b) as not to terminate as of the Effective Time;

(ii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement;

(iii) any Liability for the sale, lease, construction or receipt of goods, property or services purchased, obtained or used in the ordinary course of business by a member of one Group from a member of the other Group prior to the Effective Time;

(iv) any Liability for unpaid amounts for products or services or refunds owing on products or services due on a value-received basis for work done by a member of one Group at the request or on behalf of a member of the other Group;

(v) any Liability provided in or resulting from any Contract or understanding that is entered into after the Effective Time between any Party (and/or a member of such Party's Group), on the one hand, and any other Party (and/or a member of the other Party's Group), on the other hand;

(vi) any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement, any Ancillary Agreement or otherwise for claims brought against the Parties by third Persons, which Liability shall be governed by the provisions of this Article IV and Article V and, if applicable, the appropriate provisions of the Ancillary Agreements; or

(vii) any Liability the release of which would result in the release of any Person other than a Person released pursuant to this Section 4.1.

In addition, nothing contained in Section 4.1(a) shall release any member of the SYNEX Group from honoring its existing obligations to indemnify any director, officer or employee of Concentrix who was a director, officer or employee of any member of the SYNEX Group on or prior to the Effective Time, to the extent such director, officer or employee becomes a named defendant in any Action with respect to which such director, officer or employee was entitled to such indemnification pursuant to such existing obligations, it being understood that, if the underlying obligation giving rise to such Action is a Concentrix Liability, Concentrix shall indemnify SYNEX for such Liability (including SYNEX's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article IV.

(d) *No Claims.* Concentrix shall not make, and shall not permit any other member of the Concentrix Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against SYNEX or any other member of the SYNEX Group, or any other Person released pursuant to Section 4.1(a), with respect to any Liabilities released pursuant to Section 4.1(a). SYNEX shall not make, and shall not permit any other member of the SYNEX Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification against Concentrix or any other member of the Concentrix Group, or any other Person released pursuant to Section 4.1(b), with respect to any Liabilities released pursuant to Section 4.1(b).

(e) *Execution of Further Releases.* At any time at or after the Effective Time, at the request of either Party, the other Party shall cause each member of its respective Group to execute and deliver releases reflecting the provisions of this Section 4.1.

4.2. Indemnification by Concentrix. Except as otherwise specifically set forth in this Agreement or in any Ancillary Agreement, to the fullest extent permitted by Law, Concentrix shall, and shall cause the other members of the Concentrix Group to, indemnify, defend and hold harmless SYNEX, each member of the SYNEX Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "SYNEX Indemnified Parties"), from and against any and all Liabilities of the SYNEX Indemnified Parties relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(a) any Concentrix Liability;

(b) any failure of Concentrix, any other member of the Concentrix Group or any other Person to pay, perform or otherwise promptly discharge any Concentrix Liabilities in accordance with their terms, whether prior to, on or after the Effective Time;

(c) fifty percent (50%) of the Shared Contingent Liabilities;

(d) any breach by Concentrix or any other member of the Concentrix Group of this Agreement or any of the Ancillary Agreements (other than the Ancillary Agreements set forth on Schedule 4.2(d), which shall be subject to the indemnification provisions contained therein);

(e) except to the extent it relates to an SYNnex Liability, any guarantee, indemnification or contribution obligation, surety bond or other credit support agreement, arrangement, commitment or understanding for the benefit of any member of the Concentrix Group by any member of the SYNnex Group that survives following the Distribution; and

(f) any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in the Form 10, the Information Statement (as amended or supplemented if Concentrix shall have furnished to SYNnex any amendments or supplements thereto) or any other Disclosure Document that is filed with the SEC or otherwise disclosed publicly prior to the Distribution Date, other than the matters described in clause (f) of Section 4.3.

4.3. Indemnification by SYNnex. Except as otherwise specifically set forth in this Agreement or in any Ancillary Agreement, to the fullest extent permitted by Law, SYNnex shall, and shall cause the other members of the SYNnex Group to, indemnify, defend and hold harmless Concentrix, each member of the Concentrix Group and each of their respective past, present and future directors, officers, employees or agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “Concentrix Indemnified Parties”), from and against any and all Liabilities of the Concentrix Indemnified Parties relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(a) any SYNnex Liability;

(b) any failure of SYNnex, any other member of the SYNnex Group or any other Person to pay, perform or otherwise promptly discharge any SYNnex Liabilities in accordance with their terms, whether prior to, on or after the Effective Time;

(c) fifty percent (50%) of the Shared Contingent Liabilities;

(d) any breach by SYNnex or any other member of the SYNnex Group of this Agreement or any of the Ancillary Agreements (other than the Ancillary Agreements set forth on Schedule 4.2(d), which shall be subject to the indemnification provisions contained therein);

(e) except to the extent it relates to a Concentrix Liability, any guarantee, indemnification or contribution obligation, surety bond or other credit support agreement, arrangement, commitment or understanding for the benefit of any member of the SYNnex Group by any member of the Concentrix Group that survives following the Distribution; and

(f) any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to statements made explicitly in SYNEX's name in the Form 10, the Information Statement (as amended or supplemented if Concentrix shall have furnished to SYNEX any amendments or supplements thereto) or any other Disclosure Document; it being agreed that the only statements considered to be made explicitly in SYNEX's name in the Form 10, the Information Statement or any other Disclosure Document shall be the statements set forth on Schedule 4.3(f), and all other information contained in the Form 10, the Information Statement or any other Disclosure Document that is filed with the SEC or otherwise disclosed publicly prior to the Distribution Date shall be deemed to be information supplied by Concentrix.

4.4. Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) The Parties intend that any Liability subject to indemnification, contribution or reimbursement pursuant to this Article IV or Article V will be net of Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnified Party in respect of such indemnifiable Liability. Accordingly, the amount that either Party (an "Indemnifying Party") is required to pay to any Person entitled to indemnification or contribution hereunder (an "Indemnified Party") will be reduced by any Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnified Party in respect of the related Liability. If an Indemnified Party receives a payment (an "Indemnity Payment") under this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds or any other amounts in respect of the same Liability, then the Indemnified Party will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or such other amounts (net of any out-of-pocket costs or expenses incurred in the collection thereof) had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties agree that an insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of any provision contained in this Agreement or any Ancillary Agreement, have any subrogation rights with respect thereto, it being understood that no insurer or any other Third Party shall be entitled to a "windfall" (i.e., a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of the liability allocation, indemnification and contribution provisions hereof. Accordingly, any provision herein that could have the result of giving any insurer or other Third Party such a "windfall" shall be suspended or amended to the extent necessary to not provide such "windfall." Each Party shall, and shall cause the members of its Group to, use commercially reasonable efforts (taking into account the probability of success on the merits and the cost of expending such efforts, including attorneys' fees and expenses) to collect or recover any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification or contribution may be available under this Article IV. Notwithstanding the foregoing, an Indemnifying Party may not delay making any

indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Action to collect or recover Insurance Proceeds, and an Indemnified Party need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or contribution or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

4.5. Procedures for Indemnification of Third-Party Claims.

(a) *Notice of Claims.* If, at or following the date of this Agreement, an Indemnified Party shall receive notice or otherwise learn of the assertion by a Person (including any Governmental Authority) who is not a member of the SYNEX Group or the Concentrix Group of any claim or of the commencement by any such Person of any Action (collectively, a “Third-Party Claim”) with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnified Party pursuant to Sections 4.2 or 4.3, or any other Section of this Agreement or any Ancillary Agreement, such Indemnified Party shall give such Indemnifying Party written notice thereof as soon as practicable, but in any event within thirty (30) days of becoming aware of such Third-Party Claim (or sooner if the nature of the Third-Party Claim so requires). Any such notice shall include copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of an Indemnified Party to provide notice in accordance with this Section 4.5(a) shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party is actually prejudiced by the Indemnified Party’s failure to provide notice in accordance with this Section 4.5(a).

(b) *Control of Defense.* An Indemnifying Party may elect to control the defense of (and unless the Indemnifying Party has specified any reservations or exceptions, seek to settle or compromise), at its own expense and with its own counsel, any Third-Party Claim; provided, that, prior to the Indemnifying Party assuming and controlling defense of such Third-Party Claim, it shall first confirm to the Indemnified Party in writing that, assuming the facts presented to the Indemnifying Party by the Indemnified Party being true, the Indemnifying Party shall indemnify the Indemnified Party for any such Damages to the extent resulting from, or arising out of, such Third-Party-Claim. Notwithstanding the foregoing, if the Indemnifying Party assumes such defense and, in the course of defending such Third-Party Claim, (i) the Indemnifying Party discovers that the facts presented at the time the Indemnifying Party acknowledged its indemnification obligation in respect of such Third-Party Claim were not true in all material respects or that such facts, while true in all material respects, do not form the basis upon which such Third-Party Claim is predicated (*e.g.*, as a result of the allegations made in such Third-Party Claim changing over time) and (ii) such untruth or change provides a reasonable basis for asserting that the Indemnifying Party does not have an indemnification obligation in respect of such Third-Party Claim, then (A) the Indemnifying Party shall not be bound by such acknowledgment, (B) the Indemnifying Party shall promptly thereafter provide the Indemnified Party written notice of its assertion that it does not have an indemnification obligation in respect of such Third-Party Claim (giving the reasons therefor) and (C) the Indemnified Party shall have the right to assume the defense of such Third-Party Claim. Within thirty (30) days after the

receipt of a notice from an Indemnified Party in accordance with Section 4.5(a) (or sooner, if the nature of the Third-Party Claim so requires), the Indemnifying Party shall provide written notice to the Indemnified Party indicating whether the Indemnifying Party shall assume responsibility for defending the Third-Party Claim, which written notice shall specify any reservations or exceptions by the Indemnifying Party. If an Indemnifying Party elects not to assume responsibility for defending any Third-Party Claim or fails to notify an Indemnified Party of its election within thirty (30) days after receipt of the notice from an Indemnified Party as provided in Section 4.5(a), then the Indemnified Party that is the subject of such Third-Party Claim shall be entitled to continue to conduct and control the defense of such Third-Party Claim. Notwithstanding an election by an Indemnifying Party to defend a Third-Party Claim pursuant to this Section 4.5(b), the Indemnified Party may, upon written notice to the Indemnifying Party, elect to take over the defense of such Third-Party Claim (although the Indemnifying Party may continue to participate but not control such defense) if (I) in its exercise of reasonable business judgment, the Indemnified Party determines that the Indemnifying Party is not defending such Third-Party Claim competently or in good faith, (II) the Indemnified Party determines in good faith that such Indemnified Party and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, (III) the Indemnifying Party makes a general assignment for the benefit of creditors, has filed against it or files a petition in bankruptcy or insolvency or is declared bankrupt or insolvent or declares that it is bankrupt or insolvent, or (IV) there occurs a change of control of the Indemnifying Party.

(c) *Allocation of Defense Costs.* If an Indemnifying Party has elected to assume the defense of a Third-Party Claim, then such Indemnifying Party shall be solely liable for all fees and expenses incurred by it in connection with the defense of such Third-Party Claim and shall not be entitled to seek any indemnification or reimbursement from the Indemnified Party for any such fees or expenses incurred by the Indemnifying Party during the course of the defense of such Third-Party Claim by such Indemnifying Party, regardless of any subsequent decision by the Indemnifying Party to reject or otherwise abandon its assumption of such defense. If an Indemnifying Party elects not to assume responsibility for defending any Third-Party Claim or fails to notify an Indemnified Party of its election within thirty (30) days after receipt of a notice from an Indemnified Party as provided in Section 4.5(a) or the Indemnified Party takes over the defense of any Third Party-Claim pursuant to Section 4.5(b), and the Indemnified Party conducts and controls the defense of such Third-Party Claim and the Indemnifying Party has an indemnification obligation with respect to such Third-Party Claim, then the Indemnifying Party shall be liable for all reasonable fees and expenses incurred by the Indemnified Party in connection with the defense of such Third-Party Claim.

(d) *Right to Monitor and Participate.* An Indemnified Party that does not conduct and control the defense of any Third-Party Claim, or an Indemnifying Party from whom the Indemnified Party has taken over control of defense of the claim pursuant to Section 4.5(b), nevertheless shall have the right to employ separate counsel (including local counsel as necessary) of its own choosing to monitor and participate in (but not control) the defense of any Third-Party Claim for which it is a potential Indemnified Party or Indemnifying Party, but the fees and expenses of such counsel shall be borne by such Indemnified Party or non-controlling

Indemnifying Party, as the case may be, and the provisions of Section 4.5(c) shall not apply to such fees and expenses; provided, that if the Indemnifying Party has elected to defend the Third-Party Claim but has specified, and continues to assert, any reservations or exceptions, then the Indemnifying Party shall reimburse the reasonable fees and expenses of such counsel for the potential Indemnified Party. Notwithstanding the foregoing, but subject to Sections 6.7 and 6.8, and whether or not participating in the defense of a claim, such Party shall cooperate with the Party entitled to conduct and control the defense of such Third-Party Claim in such defense and make available to the controlling Party, all witnesses, information and materials in such Party's possession or under such Party's control relating thereto as are reasonably required by the controlling Party (with the reasonable out-of-pocket costs associated with such cooperation being at the expense of the Indemnifying Party). In addition to the foregoing, if any Indemnified Party shall in good faith determine that such Indemnified Party and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnified Party shall have the right to employ separate counsel (including local counsel as necessary) and to participate in (but not control) the defense, compromise, or settlement thereof, and the Indemnifying Party shall bear the reasonable fees and expenses of one such counsel and local counsel (as appropriate) for all Indemnified Parties.

(e) *No Settlement.* Neither Party may settle or compromise any Third-Party Claim for which either Party is seeking to be indemnified hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed, unless such settlement or compromise is solely for monetary damages that are fully payable by the settling or compromising Party, does not involve any admission, finding or determination of wrongdoing or violation of Law by the other Party and provides for a full, unconditional and irrevocable release of the other Party from all Liability in connection with the Third-Party Claim. The Parties hereby agree that if a Party presents the other Party with a written notice containing a proposal to settle or compromise a Third-Party Claim for which either Party is seeking to be indemnified hereunder and the Party receiving such proposal does not respond in any manner to the Party presenting such proposal within thirty (30) days (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the Party receiving such proposal shall be deemed to have consented to the terms of such proposal.

(f) *Legal Hold Orders.* Concentrix shall prepare and circulate a legal hold order ("LHO") covering relevant categories of documents as promptly as practical following receipt of any notice pursuant to Section 4.5(a) with respect to any Action that Concentrix determines in good faith is meritorious and shall promptly notify SYNEX after such LHO has been circulated. SYNEX shall prepare and circulate a LHO covering documents in the possession, custody or control of the SYNEX Group with respect to any Action so notified to Concentrix. SYNEX shall prepare and circulate an LHO covering relevant categories of documents as promptly as practical following receipt of any notice pursuant to Section 4.5(a) with respect to any Action that SYNEX determines in good faith is meritorious and shall promptly notify Concentrix after such LHO has been circulated. Concentrix shall prepare and circulate a LHO covering documents in the possession, custody or control of the Concentrix Group with respect to any Action so notified to SYNEX.

(g) *Reporting.* Upon request and as otherwise reasonably necessary to keep the Indemnified Party informed, the Indemnifying Party shall provide the Indemnified Party with a written report identifying any Third-Party Claims that such Indemnifying Party has elected to defend pursuant to Section 4.5(b) and the Actions relating to the Shared Contingent Liabilities, as applicable. In addition, the Indemnifying Party shall establish a procedure reasonably acceptable to the Indemnified Party to send written notice from the Indemnifying Party to the Indemnified Party when any such Third-Party Claim is closed, regardless of whether such Third-Party Claim was decided by settlement, verdict, dismissal or was otherwise disposed of.

4.6. Additional Matters.

(a) *Timing of Payments.* Indemnification or contribution payments in respect of any Liabilities for which an Indemnified Party is entitled to indemnification or contribution under this Article IV shall be paid reasonably promptly (but in any event within thirty (30) days of the final determination of the amount that the Indemnified Party is entitled to indemnification or contribution under this Article IV) by the Indemnifying Party to the Indemnified Party as such Liabilities are incurred upon demand by the Indemnified Party, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification or contribution payment, including documentation with respect to calculations made and consideration of any Insurance Proceeds or other amounts received from Third Parties that actually reduce the amount of such Liabilities. The indemnity and contribution provisions contained in this Article IV shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnified Party, and (ii) the knowledge by the Indemnified Party of Liabilities for which it might be entitled to indemnification hereunder.

(b) *Notice of Direct Claims.* Any claim for indemnification or contribution under this Agreement or any Ancillary Agreement that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnified Party to the applicable Indemnifying Party; provided, that the failure by an Indemnified Party to so assert any such claim shall not prejudice the ability of the Indemnified Party to do so at a later time except to the extent (if any) that the Indemnifying Party is actually prejudiced thereby. Such Indemnifying Party shall have a period of thirty (30) days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such thirty (30)-day period, such specified claim shall be conclusively deemed a Liability of the Indemnifying Party under this Section 4.6(b) or, in the case of any written notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of the claim (or such portion thereof) becomes finally determined. If such Indemnifying Party does not respond within such thirty (30)-day period or rejects such claim in whole or in part, such Indemnified Party shall, subject to the provisions of Article VII, be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the Ancillary Agreements, as applicable, without prejudice to its continuing rights to pursue indemnification or contribution hereunder.

(c) *Pursuit of Claims Against Third Parties.* If (i) a Party incurs any Liability arising out of this Agreement or any Ancillary Agreement; (ii) an adequate legal or equitable remedy is not available for any reason against the other Party to satisfy the Liability incurred by the

incurring Party; and (iii) a legal or equitable remedy may be available to the other Party against a Third Party for such Liability, then the other Party shall use its commercially reasonable efforts to cooperate with the incurring Party, at the incurring Party's expense, to permit the incurring Party to obtain the benefits of such legal or equitable remedy against the Third Party.

(d) *Substitution.* In the event of an Action for which a Party is entitled to indemnification hereunder in which the Indemnifying Party is not a named defendant, if either the Indemnified Party or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in Section 4.5 and this Section 4.6, and the Indemnifying Party shall fully indemnify the named defendant against all costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts fees and all other external expenses), the costs of any judgment or settlement and the cost of any interest or penalties relating to any judgment or settlement.

4.7. Right of Contribution.

(a) *Contribution.* If any right of indemnification contained in Sections 4.2 or 4.3 is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless an Indemnified Party in respect of any Liability for which such Indemnified Party is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts paid or payable by the Indemnified Parties as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the members of its Group, on the one hand, and the Indemnified Parties entitled to contribution, on the other hand, as well as any other relevant equitable considerations.

(b) *Allocation of Relative Fault.* Solely for purposes of determining relative fault pursuant to this Section 4.7: (i) any fault associated with the business conducted with the Delayed Concentrix Assets or Delayed Concentrix Liabilities (except for the gross negligence or intentional misconduct of a member of the SYNEX Group) shall be deemed to be the fault of Concentrix and the other members of the Concentrix Group, and no such fault shall be deemed to be the fault of SYNEX or any other member of the SYNEX Group; (ii) any fault associated with the business conducted with Delayed SYNEX Assets or Delayed SYNEX Liabilities (except for the gross negligence or intentional misconduct of a member of the Concentrix Group) shall be deemed to be the fault of SYNEX and the other members of the SYNEX Group, and no such fault shall be deemed to be the fault of Concentrix or any other member of the Concentrix Group; (iii) any fault associated with the ownership, operation or activities of the SYNEX Business prior to the Effective Time shall be deemed to be the fault of SYNEX and the other members of the SYNEX Group, and no such fault shall be deemed to be the fault of Concentrix or any other member of the Concentrix Group; and (iv) any fault associated with the ownership, operation or activities of the Concentrix Business prior to the Effective Time shall be deemed to be the fault of Concentrix and the other members of the Concentrix Group, and no such fault shall be deemed to be the fault of SYNEX or any other member of the SYNEX Group.

4.8. Covenant Not to Sue. Each Party hereby covenants and agrees that none of it, the members of such Party's Group or any Person claiming through it shall bring suit or otherwise assert any claim against any Indemnified Party, or assert a defense against any claim asserted by any Indemnified Party, before any court, arbitrator, mediator or administrative agency anywhere in the world, alleging that: (a) the assumption of any Concentrix Liabilities by Concentrix or a member of the Concentrix Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; (b) the retention of any SYNEX Liabilities by SYNEX or a member of the SYNEX Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; or (c) the provisions of this Article IV are void or unenforceable for any reason.

4.9. Remedies Cumulative. The remedies provided in this Article IV shall be cumulative and, subject to the provisions of Article VII, shall not preclude assertion by any Indemnified Party of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

4.10. Survival of Indemnities. The rights and obligations of each of SYNEX and Concentrix and their respective Indemnified Parties under this Article IV shall survive (a) the sale or other transfer by either Party or any member of its Group of any Assets or businesses or the assignment by it of any Liabilities; or (b) any merger, consolidation, business combination, sale of all or substantially all of its Assets, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of the members of its Group.

4.11. Coordination with Ancillary Agreements. The provisions of Sections 4.2 through 4.10 hereof shall not apply with respect to Taxes or Tax matters (including the control of Tax related proceedings), which shall be governed by the Tax Matters Agreement. In the case of any conflict between this Agreement and the Tax Matters Agreement in relation to any matters addressed by the Tax Matters Agreement, the Tax Matters Agreement shall control.

ARTICLE V. CERTAIN OTHER MATTERS

5.1. Insurance Matters.

(a) SYNEX and Concentrix agree to cooperate in good faith to provide for an orderly transition of insurance coverage from the date hereof through the Effective Time. In no event shall SYNEX, any other member of the SYNEX Group or any SYNEX Indemnified Party have Liability or obligation whatsoever to any member of the Concentrix Group in the event that any insurance policy or other contract or policy of insurance shall be terminated or otherwise cease to be in effect for any reason, shall be unavailable or inadequate to cover any Liability of any member of the Concentrix Group for any reason whatsoever, or shall not be renewed or extended beyond the current expiration date.

(b) From and after the Effective Time, with respect to any losses, damages and Liability incurred by any member of the Concentrix Group prior to the Effective Time,

SYNNEX will provide Concentrix with access to, and Concentrix may, upon prior written notice to SYNNEX in accordance with procedures to be mutually agreed upon and documented by the Parties from time to time (which documented procedures shall be binding upon the Parties), make claims under, SYNNEX's policies or contracts of insurance in place immediately prior to the Effective Time and SYNNEX's historical policies of insurance, but solely to the extent that such policies provided coverage for members of the Concentrix Group prior to the Effective Time; provided, that such access to, and the right to make claims under, such insurance policies, shall be subject to the terms and conditions of such insurance policies, including any limits on coverage or scope, any deductibles and other fees and expenses, and shall be subject to the following additional conditions:

(i) Concentrix shall report any claim to SYNNEX, as promptly as practicable, and in any event in sufficient time so that such claim may be made in accordance with SYNNEX's claim reporting procedures in effect immediately prior to the Effective Time (or in accordance with any modifications to such procedures after the Effective Time communicated by SYNNEX to Concentrix in writing in advance of such claim);

(ii) Concentrix and the members of the Concentrix Group shall indemnify, hold harmless and reimburse SYNNEX and the members of the SYNNEX Group for any deductibles, self-insured retention (other than any such retention under a SYNNEX Group captive insurance arrangement), fees and expenses incurred by SYNNEX or any members of the SYNNEX Group to the extent resulting from any access to, any claims made by Concentrix or any other members of the Concentrix Group under, any insurance provided pursuant to this Section 5.1(b), including any indemnity payments, settlements, judgments, legal fees and allocated claims expenses and claim handling fees, whether such claims are made by Concentrix, its employees or Third Parties (it being understood that amounts recovered under an SYNNEX Group captive insurance arrangement shall not be deemed to be fees and expenses incurred by SYNNEX or any member of the SYNNEX Group); and

(iii) Concentrix shall exclusively bear (and neither SYNNEX nor any members of the SYNNEX Group shall have any obligation to repay or reimburse Concentrix or any member of the Concentrix Group for) and shall be liable for all uninsured, uncovered, unavailable or uncollectible amounts of all such claims made by Concentrix or any member of the Concentrix Group under the policies as provided for in this Section 5.1(b). In the event an insurance policy aggregate is exhausted, or believed likely to be exhausted, due to noticed claims, the Concentrix Group, on the one hand, and the SYNNEX Group, on the other hand, shall be responsible for their pro rata portion of the reinstatement premium, if any, based upon the losses of such Group submitted to SYNNEX's insurance carrier(s) (including any submissions prior to the Effective Time). To the extent that the SYNNEX Group or the Concentrix Group is allocated more than its pro rata portion of such premium due to the timing of losses submitted to SYNNEX's insurance carrier(s), the other party shall promptly pay the first party an amount so that each Group shall be properly allocated its pro rata portion of the reinstatement premium. Subject to the following sentence, SYNNEX may elect not to reinstate the policy

aggregate. In the event that SYNnex elects not to reinstate the policy aggregate, it shall provide prompt written notice to Concentrix, and Concentrix may direct SYNnex in writing to, and SYNnex shall, in such case, reinstate the policy aggregate; provided, that Concentrix shall be responsible for all reinstatement premiums and other costs associated with such reinstatement.

In the event that any member of the SYNnex Group incurs any losses, damages or Liability prior to or in respect of the period prior to the Effective Time for which such member of the SYNnex Group is entitled to coverage under Concentrix's insurance policies, the same process pursuant to this Section 5.1(b) shall apply, substituting "SYNnex" for "Concentrix" and "Concentrix" for "SYNnex."

(c) Except as provided in Section 5.1(b), from and after the Effective Time, neither Concentrix nor any member of the Concentrix Group shall have any rights to or under any of the insurance policies of SYNnex or any other member of the SYNnex Group. At the Effective Time, Concentrix shall have in effect all insurance programs required to comply with Concentrix's contractual obligations and such other insurance policies required by Law or as reasonably necessary or appropriate for companies operating a business similar to Concentrix's. Such insurance programs may include general liability, commercial auto liability, workers' compensation, employer's liability, product liability, professional services liability, property, cargo, employment practices liability, employee dishonesty/crime, directors' and officers' liability and fiduciary liability.

(d) Neither Concentrix nor any member of the Concentrix Group, in connection with making a claim under any insurance policy of SYNnex or any member of the SYNnex Group, nor SYNnex nor any member of the SYNnex Group, in connection with making a claim under any insurance policy of Concentrix or any member of the Concentrix Group, in each case pursuant to this Section 5.1, shall take any action (other than the act of making the claim) that would be reasonably likely to (i) have an adverse impact on the then-current relationship between the other Party or any member of its Group, on the one hand, and the applicable insurance company, on the other hand; (ii) result in the applicable insurance company terminating or reducing coverage, or increasing the amount of any premium owed by the other Party or any member of its Group under the applicable insurance policy; or (iii) otherwise compromise, jeopardize or interfere with the rights of the other Party or any member of its Group under the applicable insurance policy. Concentrix and the other members of the Concentrix Group, in connection with reporting, administering or handling a claim on behalf of SYNnex or any member of the SYNnex Group under any insurance policy of Concentrix or any member of the Concentrix Group, and SYNnex and the other members of the SYNnex Group, in connection with reporting, administering or handling a claim on behalf of Concentrix or any member of the Concentrix Group under any insurance policy of SYNnex or any member of the SYNnex Group, in each case pursuant to this Section 5.1, will use commercially reasonable efforts to avoid taking any action (other than the acts of reporting, administering or handling the claim) that would be reasonably likely to have an adverse impact on the then-current relationship between the other Party or any member of its Group, on the one hand, and the applicable insurance company, on the other hand, if such insurance company is also an insurer of the other

Party or any member of its Group. All payments and reimbursements by a Party (the “Claiming Party”) pursuant to this Section 5.1 will be made within thirty (30) days after the Claiming Party’s receipt of an invoice therefor from the other Party (the “Non-Claiming Party”). If the Non-Claiming Party incurs costs to enforce the Claiming Party’s obligations herein, the Claiming Party agrees to indemnify and hold harmless the Non-Claiming Party for such enforcement costs, including reasonable attorneys’ fees pursuant to Section 4.6(b).

(e) The Non-Claiming Party shall retain responsibility for and have the exclusive right to control Insurance Administration of its insurance policies and programs and any and all other rights with respect to its insurance policies and programs, including the right to exhaust, settle, release, commute, buyback or otherwise resolve disputes with respect to any of its insurance policies and programs and to amend, modify or waive any rights under any such insurance policies and programs, notwithstanding whether any such policies or programs apply to any Claiming Party Liabilities and/or claims the Claiming Party has made or could make in the future, and no member of the Claiming Party’s Group shall (without the prior written consent of the Non-Claiming Party) erode, exhaust, settle, release, commute, buyback or otherwise resolve disputes with the Non-Claiming Party’s insurers with respect to any of the Non-Claiming Party’s insurance policies and programs, or amend, modify or waive any rights under any such insurance policies and programs. The Claiming Party shall cooperate with the Non-Claiming Party and share such information as is reasonably necessary to permit the Non-Claiming Party to manage and conduct its insurance matters as it deems appropriate. Neither the Non-Claiming Party nor any of the members of the Non-Claiming Party’s Group shall have any obligation to secure extended reporting for any claims under any Liability policies of the Non-Claiming Party or any member of the Non-Claiming Party’s Group for any acts or omissions by any member of the Claiming Party’s Group incurred prior to the Effective Time.

(f) The Non-Claiming Party shall, and shall cause the members of its Group to, (i) use commercially reasonable efforts, at the Claiming Party’s reasonable request (and provided that the Claiming Party complies with the requirements of Section 5.1(b)), to assist the Claiming Party in making claims under the Non-Claiming Party insurance policies described in Section 5.1(b), (ii) notify the Claiming Party within thirty (30) days of any election by the Non-Claiming Party to control any claim under a Non-Claiming Party insurance policy or program to the extent such claim relates to a Claiming Party’s Asset and/or Claiming Party’s Liability and (iii) promptly (and in any event within thirty (30) days after the Non-Claiming Party’s receipt thereof) pay over to the Claiming Party or the applicable member of its Group any Insurance Proceeds that are received by the Non-Claiming Party or any member of its Group in respect of such claims.

(g) This Agreement shall not be considered as an attempted assignment of any policy of insurance or as a contract of insurance and shall not be construed to waive any right or remedy of any member of the SYNEX Group or the Concentrix Group in respect of any insurance policy or any other contract or policy of insurance.

(h) Concentrix does hereby, for itself and each other member of the Concentrix Group, agree that no member of the SYNEX Group shall have any Liability whatsoever as a

result of the insurance policies and practices of SYNnex and the members of the SYNnex Group as in effect at any time, including as a result of the level or scope of any such insurance, the creditworthiness of any insurance carrier, the terms and conditions of any policy, the adequacy or timeliness of any notice to any insurance carrier with respect to any claim or potential claim or otherwise.

5.2. Late Payments. Except as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount not paid when due pursuant to this Agreement or any Ancillary Agreement (and any amounts billed or otherwise invoiced or demanded and properly payable that are not paid within thirty (30) days of such bill, invoice or other demand) shall accrue interest at a rate per annum equal to Prime Rate plus two percent (2%).

5.3. Inducement. Concentrix acknowledges and agrees that SYNnex's willingness to cause, effect and consummate the Separation and the Distribution has been conditioned upon and induced by Concentrix's covenants and agreements in this Agreement and the Ancillary Agreements, including Concentrix's assumption of the Concentrix Liabilities pursuant to the Separation and the provisions of this Agreement and Concentrix's covenants and agreements contained in Article IV.

5.4. Post-Effective Time Conduct. The Parties acknowledge that, after the Effective Time, each Party shall be independent of the other Party, with responsibility for its own actions and inactions and its own Liabilities relating to, arising out of or resulting from the conduct of its business, operations and activities following the Effective Time, except as may otherwise be provided in any Ancillary Agreement, and each Party shall (except as otherwise provided in Article IV) use commercially reasonable efforts to prevent such Liabilities from being inappropriately borne by the other Party.

ARTICLE VI. EXCHANGE OF INFORMATION; CONFIDENTIALITY

6.1. Agreement for Exchange of Information.

(a) Subject to Section 6.9, any other applicable confidentiality obligations, any Ancillary Agreement or any other agreement between the Parties, each of SYNnex and Concentrix, on behalf of itself and each member of its Group, agrees to use commercially reasonable efforts to provide or make available, or cause to be provided or made available, to the other Party and the members of such other Party's Group, at any time before, on or after the Effective Time, as soon as reasonably practicable after written request therefor, any information (or a copy thereof) in the possession or under the control of such Party or its Group which the requesting Party or its Group requests to the extent that (i) such information relates (A) to the Concentrix Business, or any Concentrix Asset or Concentrix Liability, if Concentrix is the requesting Party, or (B) to the SYNnex Business, or any SYNnex Asset or SYNnex Liability, if SYNnex is the requesting Party; (ii) such information is required by the requesting Party to comply with its obligations under this Agreement or any Ancillary Agreement; or (iii) such information is required by the requesting Party to comply with any obligation imposed by

any Governmental Authority; provided, that if the Party to whom the request has been made determines that, in the reasonable good faith judgment of such Party, any such provision of information could be detrimental to the Party providing the information, violate any Law or agreement, or waive any privilege available under applicable Law, including any attorney-client privilege, then the Parties shall use commercially reasonable efforts to permit compliance with such obligations to the extent and in a manner that avoids any such harm or consequence. The Party providing information pursuant to this Section 6.1 shall only be obligated to provide such information in the form, condition and format in which it then exists, and in no event shall such Party be required to perform any improvement, modification, conversion, updating or reformatting of any such information, and nothing in this Section 6.1 shall expand the obligations of a Party under Section 6.4.

(b) Without limiting the generality of the foregoing, until the end of the Concentrix fiscal year during which the Distribution Date occurs (and for a reasonable period of time afterwards as required for each Party to prepare consolidated financial statements or complete a financial statement audit for the fiscal year during which the Distribution Date occurs), each Party shall use its commercially reasonable efforts to cooperate with the other Party's information requests to enable (i) the other Party to meet its timetable for dissemination of its earnings releases, financial statements and management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K promulgated under the Exchange Act; and (ii) the other Party's accountants to timely complete their review of the quarterly financial statements and audit of the annual financial statements, including, to the extent applicable to such Party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, the SEC's and Public Company Accounting Oversight Board's rules and auditing standards thereunder and any other applicable Laws.

6.2. Ownership of Information. The provision of any information pursuant to Section 6.1 or Section 6.7 shall not affect the ownership of such information (which shall be determined solely in accordance with the terms of this Agreement and the Ancillary Agreements), or constitute a grant of rights in or to any such information.

6.3. Compensation for Providing Information. Subject to any Ancillary Agreement or any other agreement between the Parties, the Party requesting information agrees to reimburse the other Party for the reasonable costs, if any, of creating, gathering, copying, transporting and otherwise complying with the request with respect to such information (including any reasonable costs and expenses incurred in any review of information for purposes of protecting the Privileged Information of the providing Party or in connection with the restoration of backup media for purposes of providing the requested information). Except as may be otherwise specifically provided elsewhere in this Agreement, any Ancillary Agreement or any other agreement between the Parties, such costs shall be computed in accordance with the providing Party's standard methodology and procedures as provided to the other Party from time to time.

6.4. Record Retention. To facilitate the possible exchange of information pursuant to this Article VI and other provisions of this Agreement after the Effective Time, the Parties agree to use their commercially reasonable efforts, which shall be no less rigorous than those used for retention of such Party's own information, to retain all information in their respective possession or control at the Effective Time (including information that is subject to an LHO) in accordance with the policies of SYNEX as in effect at the Effective Time or such other policies as may be adopted by SYNEX after the Effective Time (provided, that in the case of Concentrix, SYNEX notifies Concentrix of any such change). Except in accordance with its, or its applicable Subsidiaries', policies and ordinary course practices, no Party will destroy, or permit any of its Subsidiaries to destroy, any information that would, in accordance with such policies or ordinary course practices, be archived or otherwise filed in a centralized filing system by such party or its applicable Subsidiaries and, without limiting the foregoing, each Party will comply with the requirements of any LHO that relates to (x) any Action that is pending as of the Effective Time; or (y) any Action that arises or becomes threatened or reasonably anticipated after the Effective Time as to which such Party or its Subsidiaries has received a notice of the applicable LHO from the other Party. Notwithstanding anything in this Article VI to the contrary, (a) the Tax Matters Agreement shall govern the retention of Tax related records and the exchange of Tax related information, and (b) the Employee Matters Agreement shall govern the retention of employment and benefits related records.

6.5. Limitations of Liability. Neither Party shall have any Liability to the other Party in the event that any information exchanged or provided pursuant to this Agreement is found to be inaccurate in the absence of gross negligence, bad faith or willful misconduct by the Party providing such information. Neither Party shall have any Liability to any other Party if any information is destroyed after commercially reasonable efforts by such Party to comply with the provisions of Section 6.4.

6.6. Other Agreements Providing for Exchange of Information.

(a) The rights and obligations granted under this Article VI are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of information set forth in any Ancillary Agreement.

(b) Any party that receives, pursuant to a request for information in accordance with this Article VI, Tangible Information that is not relevant to its request shall (i) return it to the providing Party or, at the providing Party's request, destroy such Tangible Information; and (ii) deliver to the providing Party written confirmation that such Tangible Information was returned or destroyed, as the case may be, which confirmation shall be signed by an authorized representative of the requesting Party.

6.7. Production of Witnesses; Records; Cooperation.

(a) After the Effective Time, except in the case of an adversarial Action or Dispute between SYNEX and Concentrix or any members of their respective Groups or as prohibited by applicable Law, each Party shall use its reasonable best efforts (which shall not impose undue burden on such Party) to make available to the other Party, upon reasonable advance written

request, the former and then-current directors, officers, employees, other personnel and agents of the members of its respective Group as witnesses and any books, records or other documents within its possession, custody or control, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action in which the requesting Party (or member of its Group) may from time to time be involved, regardless of whether such Action is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all costs and expenses in connection therewith.

(b) If an Indemnifying Party chooses to defend or to seek to compromise or settle any Third-Party Claim, the other Party shall make available to such Indemnifying Party (without undue burden to such other Party), upon reasonable advance written request, the former and then-current directors, officers, employees, other personnel and agents of the members of its respective Group as witnesses and any books, records or other documents within its possession, custody or control, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with such defense, settlement or compromise, or such prosecution, evaluation or pursuit, as the case may be, and shall otherwise cooperate in such defense, settlement or compromise, or such prosecution, evaluation or pursuit, as the case may be.

(c) Without limiting the foregoing, the Parties shall cooperate and consult with each other to the extent reasonably necessary with respect to any Actions.

(d) The obligation of the Parties to provide witnesses pursuant to this Section 6.7 is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to provide as witnesses directors, officers, employees, other personnel and agents without regard to whether the witness or the employer of the witness could assert a possible business conflict (subject to the exception set forth in the first sentence of Section 6.7(a)).

6.8. Privileged Matters.

(a) The Parties recognize that legal and other professional services that have been and will be provided prior to the Effective Time (whether by outside counsel, in-house counsel or other legal professionals) have been and will be rendered for the collective benefit of each of the members of the SYNEX Group and the Concentrix Group, and that each of the members of the SYNEX Group and the Concentrix Group shall be deemed to be the client with respect to such services for the purposes of asserting all privileges which may be asserted under applicable Law in connection therewith. The Parties recognize that legal and other professional services will be provided following the Effective Time, which services will be rendered solely for the benefit of the SYNEX Group or the Concentrix Group, as the case may be.

(b) The Parties agree as follows:

(i) SYNEX shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the SYNEX Business and not to the Concentrix Business, whether or not the Privileged Information is in the possession or under the control of any member of the SYNEX Group or any member of the Concentrix Group. SYNEX shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any SYNEX Liabilities resulting from any other Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the SYNEX Group or any member of the Concentrix Group; and

(ii) Concentrix shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the Concentrix Business and not to the SYNEX Business, whether or not the Privileged Information is in the possession or under the control of any member of the Concentrix Group or any member of the SYNEX Group. Concentrix shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any Concentrix Liabilities resulting from any other Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the Concentrix Group or any member of the SYNEX Group.

(iii) If the Parties do not agree as to whether certain information is Privileged Information, then such information shall be treated as Privileged Information, and the Party that believes that such information is Privileged Information shall be entitled to control the assertion or waiver of all privileges and immunities in connection with any such information until such time as it is finally judicially determined that such information is not Privileged Information, unless the Parties otherwise agree. The Parties shall use the procedures set forth in Article VII to resolve any Disputes as to whether any information relates solely to the SYNEX Business, solely to the Concentrix Business, or to both the SYNEX Business and the Concentrix Business.

(c) Subject to the remaining provisions of this Section 6.8, the Parties agree that they shall have a shared privilege or immunity with respect to all privileges and immunities not allocated pursuant to Section 6.8(b) and all privileges and immunities relating to any Actions or other matters that involve both Parties (or one or more members of their respective Groups) and in respect of which both Parties have Liabilities under this Agreement, and that no such shared privilege or immunity may be waived by either Party without the written consent of the other Party. The Parties will enter into common interest or joint defense agreements as deemed necessary to preserve privilege, allow coordination of defenses, and avoid waivers of privilege in connection with any Privileged Information that relates to Shared Contingent Liabilities, whether or not the Privileged Information is in the possession or under the control of any member of the Concentrix Group or any member of the SYNEX Group.

(d) If any Dispute arises between the Parties or any members of their respective Group regarding whether a privilege or immunity should be waived to protect or advance the interests of either Party and/or any member of their respective Groups, each Party agrees that it shall (i) negotiate with the other Party in good faith; (ii) endeavor to minimize any prejudice to the rights of the other Party; and (iii) not unreasonably withhold consent to any request for waiver by the other Party. Further, each Party specifically agrees that it shall not withhold its consent to the waiver of a privilege or immunity for any purpose except in good faith to protect its own legitimate interests.

(e) Subject to Section 6.9, in the event of any adversarial Action or Dispute between SYNnex and Concentrix, or any members of their respective Groups, either Party may waive a privilege in which the other Party or member of such other Party's Group has a shared privilege, without obtaining consent pursuant to Section 6.8(c); provided, that such waiver of a shared privilege shall be effective only as to the use of information with respect to the Action or Dispute between the Parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared privilege with respect to any Third Party.

(f) Upon receipt by either Party, or by any member of its respective Group, of any subpoena, discovery or other request (or of written notice that it will or has received such subpoena, discovery or other request) that may reasonably be expected to result in the production or disclosure of Privileged Information subject to a shared privilege or immunity or as to which another Party has the sole right hereunder to assert a privilege or immunity, or if either Party obtains knowledge or becomes aware that any of its, or any member of its respective Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests (or have received written notice that they will or have received such subpoena, discovery or other requests) that may reasonably be expected to result in the production or disclosure of such Privileged Information, such Party shall promptly notify the other Party of the existence of the request (which notice shall be delivered to such other Party no later than five (5) business days following the receipt of (or of written notice that it will or has received) any such subpoena, discovery or other request) and shall provide the other Party a reasonable opportunity to review the Privileged Information and to assert any rights it or they may have, under this Section 6.8 or otherwise, to prevent the production or disclosure of such Privileged Information; provided, that if such Party is prohibited by applicable Law from disclosing the existence of the request, such Party shall provide written notice of such related information for which disclosure is not prohibited by applicable Law and use commercially reasonable efforts to inform the other Party of any related information such Party determines, in its discretion, is necessary or appropriate for the other Party to be informed of to enable the other Party to review the Privileged Information and to assert its rights, under this Section 6.8 or otherwise, to prevent the production or disclosure of such Privileged Information.

(g) In the event either Party inadvertently discloses any Privileged Information or inadvertently waives any privilege or immunity as to which the other Party has any interest, that Party shall immediately (i) advise the other Party of the inadvertent disclosure or waiver and (ii) take all reasonably available steps to claw back any waived or disclosed information.

(h) Any furnishing of, or access or transfer of, any information pursuant to this Agreement is made in reliance on the agreement of SYNEX and Concentrix set forth in this Section 6.8 and in Section 6.9 to maintain the confidentiality of Privileged Information and to assert and maintain all applicable privileges and immunities. The Parties agree that their respective rights to any access to information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of Privileged Information between the Parties and members of their respective Groups pursuant to this Agreement, shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise. The Parties further agree that (i) the exchange by one Party to the other Party of any Privileged Information that should not have been transferred pursuant to the terms of this Article VI shall not be deemed to constitute a waiver of any privilege or immunity that has been or may be asserted under this Agreement or otherwise with respect to such Privileged Information; and (ii) the Party receiving such Privileged Information shall promptly return such Privileged Information to the Party who has the right to assert the privilege or immunity.

(i) In connection with any matter contemplated by Section 6.7 or this Section 6.8, the Parties agree to, and to cause the applicable members of their Group to, use commercially reasonable efforts to maintain their respective separate and joint privileges and immunities, including by executing joint defense and/or common interest agreements where necessary or useful for this purpose.

6.9. Confidentiality.

(a) *Confidentiality.* Subject to Section 6.10 and any Ancillary Agreement, from and after the Effective Time until the five (5) year anniversary of the Effective Time, each of SYNEX and Concentrix, on behalf of itself and each member of its respective Group, agrees to hold, and to cause its respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to SYNEX's confidential and proprietary information pursuant to policies in effect as of the Effective Time, all confidential and proprietary information concerning the other Party or any member of the other Party's Group or their respective businesses that is either (i) in its possession (including confidential and proprietary information in its possession prior to the date hereof) or (ii) furnished by any such other Party or any member of such Party's Group or their respective Representatives at any time pursuant to this Agreement, any Ancillary Agreement or otherwise, and shall not use any such confidential and proprietary information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, to the extent that such confidential and proprietary information is or was (A) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any member of such Party's Group or any of their respective Representatives in violation of this Agreement, (B) later lawfully acquired from other sources by such Party (or any member of such Party's Group) which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such confidential and proprietary information, or (C) independently developed or generated without reference to or use of any proprietary or confidential information of the other Party or any member of such Party's Group. If any confidential and proprietary information of one Party

or any member of its Group is disclosed to the other Party or any member of such other Party's Group in connection with providing services to such first Party or any member of such first Party's Group under this Agreement or any Ancillary Agreement, then such disclosed confidential and proprietary information shall be used only as required to perform such services.

(b) *No Release; Return or Destruction.* Each Party agrees not to release or disclose, or permit to be released or disclosed, any information addressed in Section 6.9(a) to any other Person, except its Representatives who need to know such information in their capacities as such (who shall be advised of their obligations hereunder with respect to such information), and except in compliance with Section 6.10. Without limiting the foregoing, when any such information is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each Party shall, at its option and as promptly as practicable after receiving a written request from the other Party, either (i) return to the other Party all such information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or (ii) destroy, and certify to the other Party that it has destroyed, such information (and such copies thereof and such notes, extracts or summaries based thereon); provided, that such Party's Representatives may retain one (1) copy of such information to the extent required by applicable Law or professional standards, and the Parties and their Representatives shall not be required to destroy any such information located in routine back-up, archival electronic storage; provided, further, that any such information so retained shall remain subject to the confidentiality provisions of the Agreement or any Ancillary Agreement).

(c) *Third-Party Information; Privacy or Data Protection Laws.* Each Party acknowledges that it and members of its Group may presently have and, following the Effective Time, may gain access to or possession of confidential or proprietary information of, or personal information relating to, Third Parties (i) that was received under confidentiality or non-disclosure agreements entered into between such Third Parties, on the one hand, and the other Party or members of such Party's Group, on the other hand, prior to the Effective Time; or (ii) that, as between the Parties, was originally collected by the other Party or members of such Party's Group and that may be subject to and protected by privacy, data protection or other applicable Laws. Subject to any other Ancillary Agreement, each Party agrees that it shall hold, protect and use, and shall cause the members of its Group and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary information of, or personal information relating to, Third Parties in accordance with privacy, data protection or other applicable Laws and the terms of any agreements that were either entered into before the Effective Time or affirmative commitments or representations that were made before the Effective Time by, between or among the other Party or members of the other Party's Group, on the one hand, and such Third Parties, on the other hand.

6.10. Protective Arrangements. In the event that a Party or any member of its Group either determines on the advice of its counsel that it is required to disclose any information pursuant to applicable Law or receives any request or demand under lawful process or from any Governmental Authority to disclose or provide information of the other Party (or any member of the other Party's Group) that is subject to the confidentiality provisions hereof, such Party shall notify the other Party (to the extent legally permitted) as promptly as practicable under the

circumstances prior to disclosing or providing such information and shall cooperate, at such other Party's cost and expense, in seeking any appropriate protective order requested by the other Party. In the event that such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such information will actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide information to the extent required by such Law (as so advised by its counsel) or by lawful process or such Governmental Authority, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed, in each case to the extent legally permitted.

ARTICLE VII. DISPUTE RESOLUTION

7.1. Good-Faith Negotiation. Subject to Section 7.5, either Party seeking resolution of any dispute, controversy or claim arising out of or relating to this Agreement or Ancillary Agreement (including regarding whether any Assets are Concentrix Assets, any Liabilities are Concentrix Liabilities or the validity, interpretation, breach or termination of this Agreement or any Ancillary Agreement) (a "Dispute") shall provide written notice thereof to the other Party (the "Initial Notice"), and within thirty (30) days of the delivery of the Initial Notice, the Parties shall attempt in good faith to negotiate a resolution of the Dispute. The negotiations shall be conducted by executives who hold, at a minimum, the title of senior vice president and who have authority to settle the Dispute. If the Parties are unable for any reason to resolve a Dispute within thirty (30) days after the delivery of the Initial Notice or if a Party reasonably concludes that the other Party is not willing to negotiate as contemplated by the preceding sentences of this Section 7.1, the Dispute shall be submitted to the Chief Executive Officer of SYNEX and the Chief Executive Officer of Concentrix, who shall negotiate in good faith to resolve the Dispute. If within ten (10) days after submission of the Dispute to the Chief Executive Officer of SYNEX and the Chief Executive Officer of Concentrix, the Parties have been unable for any reason to resolve the Dispute, either Party may submit the Dispute to mediation in accordance with Section 7.2. All negotiations pursuant to this Section 7.1 shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

7.2. Non-Binding Mediation. Any Dispute not resolved pursuant to Section 7.1 shall, upon the written request of a Party (a "Mediation Request"), be submitted to nonbinding mediation in accordance with the then current JAMS International Mediation Rules (the "Mediation Rules"), except as modified herein. The mediation shall be held in (i) Fremont, California or (ii) such other place as the Parties may mutually agree in writing. The Parties shall have twenty (20) days from receipt by a Party of a Mediation Request to agree on a mediator. If no mediator has been agreed upon by the Parties within twenty (20) days of receipt by a party of a Mediation Request, then a Party may request (on written notice to the other Party), that JAMS appoint a mediator in accordance with the Mediation Rules. All mediation pursuant to this clause shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence, and no oral or documentary representations made by the Parties

during such mediation shall be admissible for any purpose in any subsequent proceedings. No Party shall disclose or permit the disclosure of any information about the evidence adduced or the documents produced by the other Party in the mediation proceedings or about the existence, contents or results of the mediation without the prior written consent of such other Party, except in the course of a judicial or regulatory proceeding or as may be required by Law or requested by a Governmental Authority or securities exchange. Before making any disclosure permitted by the preceding sentence, the Party intending to make such disclosure shall, to the extent reasonably practicable, give the other Party reasonable written notice of the intended disclosure and afford the other party a reasonable opportunity to protect its interests. If the Dispute has not been resolved within sixty (60) days of the appointment of a mediator, or within ninety (90) days after receipt by a Party of a Mediation Request (whichever occurs sooner), or within such longer period as the Parties may agree to in writing, then the Dispute shall be submitted to binding arbitration in accordance with Section 7.3.

7.3. Arbitration.

(a) In the event that a Dispute has not been resolved within sixty (60) days of the appointment of a mediator in accordance with Section 7.2, or within ninety (90) days after receipt by a Party of a Mediation Request (whichever occurs sooner), or within such longer period as the Parties may agree to in writing, then such Dispute shall, upon the written request of a Party (an “Arbitration Request”) be submitted to be finally resolved by binding arbitration pursuant to the then current CPR Arbitration Commercial Arbitration Rules of the American Arbitration Association (the “Arbitration Rules”). The arbitration shall be held in the same location as the mediation pursuant to Section 7.2. Unless otherwise agreed by the Parties in writing, any Dispute to be decided by binding arbitration pursuant to this Section 7.4 will be decided (i) before a sole independent arbitrator if the amount in dispute, inclusive of all claims and counterclaims, totals \$5 million or less; or (ii) by a panel of three (3) arbitrators if the amount in dispute, inclusive of all claims and counterclaims, totals more than \$5 million.

(b) The panel of three (3) arbitrators will be chosen as follows: (i) within fifteen (15) days from the date of the receipt of the Arbitration Request, each Party will name an arbitrator; and (ii) the two (2) Party-appointed arbitrators will thereafter, within thirty (30) days from the date on which the second of the two (2) arbitrators was named, name a third, independent arbitrator who will act as chairperson of the arbitral tribunal. In the event that either Party fails to name an arbitrator within fifteen (15) days from the date of receipt of the Arbitration Request, then upon written application by either Party, that arbitrator shall be appointed pursuant to the Arbitration Rules. In the event that the two (2) Party-appointed arbitrators fail to appoint the third, then the third, independent arbitrator will be appointed pursuant to the Arbitration Rules. If the arbitration will be before a sole independent arbitrator, then the sole independent arbitrator will be appointed by agreement of the Parties within fifteen (15) days of the date of receipt of the Arbitration Request. If the Parties cannot agree to a sole independent arbitrator, then upon written application by either party, the sole independent arbitrator will be appointed pursuant to the Arbitration Rules.

(c) The arbitrator(s) will have the right to award, on an interim basis, or include in the final award, any relief which it deems proper in the circumstances, including money damages (with interest on unpaid amounts from the due date), injunctive relief (including specific performance) and attorneys' fees and costs. The arbitrator(s) will decide the substance of all claims in accordance with applicable Law, including recognized principles of equity, and will honor all claims of privilege recognized by Law. In no event shall the arbitrator(s) award any relief not specifically requested by the Parties or award any indirect, punitive, exemplary, remote, speculative or similar damages in excess of compensatory damages of the other arising in connection with the transactions contemplated hereby (other than any such Liability with respect to a Third-Party Claim). Upon selection of the arbitrator(s) following any grant of interim relief by a special arbitrator or court pursuant to Section 7.4, the arbitrator(s) may affirm or disaffirm that relief, and the Parties will seek modification or rescission of the order entered by the court as necessary to accord with the decision of the arbitrator(s). The award of the arbitrator(s) shall be final and binding on the Parties, and may be enforced in any court of competent jurisdiction. The Parties shall share equally the administration and arbitrator fees associated with the arbitration.

(d) The initiation of mediation or arbitration pursuant to this Article VII will toll the applicable statute of limitations for the duration of any such proceedings.

7.4. Litigation and Unilateral Commencement of Arbitration. Notwithstanding the foregoing provisions of this Article VII, (a) a Party may seek preliminary provisional or injunctive judicial relief with respect to a Dispute without first complying with the procedures set forth in Sections 7.1 to 7.3 if such action is reasonably necessary to avoid irreparable damage and (b) either Party may initiate arbitration before the expiration of the periods specified in Sections 7.2 and 7.3 if (i) such Party has submitted a Mediation Request or Arbitration Request, as applicable, and the other Party has failed, within the applicable periods set forth in Section 7.2, to agree upon a date for the first mediation session to take place within thirty (30) days after the appointment of such mediator or such longer period as the Parties may agree to in writing or (ii) such Party has failed to comply with Section 7.3 in good faith with respect to commencement and engagement in arbitration. In such event, the other Party may commence and prosecute such arbitration unilaterally in accordance with the Arbitration Rules. Immediately following the issuance of any preliminary provisional or injunctive relief pursuant to clause (a) of the immediately preceding sentence, the Party seeking such relief will consent to the stay of any judicial proceedings pending the resolution of the Dispute pursuant to the procedures set forth in Sections 7.1 to 7.3.

7.5. Conduct During Dispute Resolution Process. Unless otherwise agreed in writing, the Parties shall, and shall cause their respective members of their Group to, continue to honor all commitments under this Agreement and each Ancillary Agreement to the extent required by such agreements during the course of dispute resolution pursuant to the provisions of this Article VII, unless such commitments are the specific subject of the Dispute at issue.

ARTICLE VIII.
FURTHER ASSURANCES AND ADDITIONAL COVENANTS

8.1. Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties shall use its reasonable best efforts, prior to, at and after the Effective Time, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, prior to, on and after the Effective Time, each Party hereto shall cooperate with the other Party, and without any further consideration, but at the expense of the requesting Party, to execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all Approvals or Notifications of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument (including any Governmental Approvals) and to take all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements, the transfers of the Concentrix Assets and the SYNEX Assets, the assignment and assumption of the Concentrix Liabilities and the SYNEX Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each Party will, at the reasonable request, cost and expense of the other Party, take such other actions as may be reasonably necessary to vest in such other Party good and marketable title to the Assets transferred or allocated to such Party under this Agreement or any of the Ancillary Agreements, free and clear of any Security Interest, if and to the extent it is practicable to do so.

(c) On or prior to the Effective Time, SYNEX and Concentrix in their respective capacities as direct and indirect stockholders of the members of their respective Groups, shall each ratify any actions that are reasonably necessary or desirable to be taken by SYNEX, Concentrix or any of the members of their respective Groups, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

ARTICLE IX.
TERMINATION

9.1. Termination. This Agreement and all Ancillary Agreements may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Effective Time by SYNEX, in its sole and absolute discretion, without the approval or consent of any other Person, including Concentrix. After the Effective Time, this Agreement may not be terminated except by an agreement in writing signed by a duly authorized officer of each of the Parties.

9.2. Effect of Termination. In the event of any termination of this Agreement prior to the Effective Time, no Party (nor any of its directors, officers or employees) shall have any Liability or further obligation to the other Party by reason of this Agreement.

ARTICLE X.
MISCELLANEOUS

10.1. Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement and each Ancillary Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

(b) This Agreement, the Ancillary Agreements and the Exhibits, Schedules and appendices hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein.

(c) SYNnex represents on behalf of itself and each other member of the SYNnex Group, and Concentrix represents on behalf of itself and each other member of the Concentrix Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

(d) Each Party acknowledges that it and each other Party is executing certain of the Ancillary Agreements by facsimile, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this Agreement or any Ancillary Agreement (whether executed by manual, stamp or mechanical signature) by facsimile or by email in portable document format (PDF) shall be effective as delivery of such executed counterpart of this Agreement or any Ancillary Agreement. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by email in portable document format (PDF)) made in its respective name as if it were a manual signature delivered in person, agrees that it will not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other

Party at any time, it will as promptly as reasonably practicable cause each such Ancillary Agreement to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

10.2. Governing Law. This Agreement and, unless expressly provided therein, each Ancillary Agreement (and any claims or disputes arising out of or related hereto or thereto or to the transactions contemplated hereby and thereby or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware including all matters of validity, construction, effect, enforceability, performance and remedies.

10.3. Assignability. Except as set forth in any Ancillary Agreement, this Agreement and each Ancillary Agreement shall be binding upon and inure to the benefit of the Parties and the parties thereto, respectively, and their respective successors and permitted assigns; provided, that neither Party nor any such party thereto may assign its rights or delegate its obligations under this Agreement or any Ancillary Agreement without the express prior written consent of the other Party hereto or other parties thereto, as applicable. Notwithstanding the foregoing, no such consent shall be required for the assignment of a party's rights and obligations under this Agreement and the Ancillary Agreements (except as may be otherwise provided in any such Ancillary Agreement) in whole (*i.e.*, the assignment of a party's rights and obligations under this Agreement and all Ancillary Agreements all at the same time) in connection with a change of control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant party thereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party. Nothing herein is intended to, or shall be construed to, prohibit either Party or any member of its Group from being party to or undertaking a change of control.

10.4. Third-Party Beneficiaries. Except for the indemnification rights under this Agreement of any SYNEX Indemnified Party or Concentrix Indemnified Party in their respective capacities as such, (a) the provisions of this Agreement and each Ancillary Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person except the Parties any rights or remedies hereunder, and (b) there are no third-party beneficiaries of this Agreement or any Ancillary Agreement and neither this Agreement nor any Ancillary Agreement shall provide any Third Party with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement or any Ancillary Agreement.

10.5. Notices. All notices, requests, claims, demands or other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the Ancillary Agreements shall be in writing, together with a copy by electronic mail (which shall not constitute notice), and shall be given or made (and shall be deemed to have been duly given or made upon acknowledgment of receipt) by delivery in person, by overnight courier service, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at

the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.5):

If to SYNnex, to:

SYNNEX Corporation
44201 Nobel Drive
Fremont, CA 94538
Attn: General Counsel

If to Concentrix, to:

Concentrix Corporation
44111 Nobel Drive
Fremont, CA 94538
Attn: EVP, Legal

A Party may, by notice to the other Party, change the address to which such notices are to be given.

10.6. Severability. If any provision of this Agreement or any Ancillary Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

10.7. Force Majeure. No Party shall be deemed in default of this Agreement or, unless otherwise expressly provided therein, any Ancillary Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder or thereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement and the Ancillary Agreements, as applicable, as soon as reasonably practicable.

10.8. No Set-Off. Except as set forth in any Ancillary Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any member of such Party's Group shall have any right of set-off or other similar rights with respect to (a) any amounts received pursuant to this Agreement or any Ancillary Agreement; or (b) any other amounts claimed to be

owed to the other Party or any member of its Group arising out of this Agreement or any Ancillary Agreement.

10.9. **Publicity.** Each of Concentrix and SYNEX shall consult with each other prior to issuing any press releases or otherwise making public statements with respect to the Separation, the Distribution or any of the other transactions contemplated hereby or under any Ancillary Agreement and prior to making any filings with any Governmental Authority with respect thereto, in each case prior to the issuance or filing thereof, as applicable (including the Form 10, the Parties' respective Current Reports on Form 8-K to be filed on the Distribution Date, the Parties' respective Quarterly Reports on Form 10-Q filed with respect to the fiscal quarter during which the Distribution Date occurs, or if such quarter is the fourth fiscal quarter, the Parties' respective Annual Reports on Form 10-K filed with respect to the fiscal year during which the Distribution Date occurs (each such Quarterly Report on Form 10-Q or Annual Report on Form 10-K, a "First Post-Distribution Report")). Each Party's obligations pursuant to this Section 10.09 shall terminate on the date on which such Party's First Post-Distribution Report is filed with the SEC.

10.10. **Expenses.** Each of Concentrix and SYNEX shall be responsible for the fees, costs and expenses for which it is designated as the responsible party on Schedule 10.10. Any fees, costs and expenses related to the Separation, the Plan of Reorganization, the Distribution or the consummation of the transactions contemplated hereby and by the Ancillary Agreements that are not set forth on Schedule 10.10 shall be allocated between the Parties as follows: (a) fees, costs and expenses that are for the benefit of both Parties shall be split equally between the Parties; and (b) fees, costs and expenses that are solely for the benefit of one Party following the Separation will be borne by such party in full.

10.11. **Headings.** The article, section and paragraph headings contained in this Agreement and in the Ancillary Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any Ancillary Agreement.

10.12. **Survival of Covenants.** Except as expressly set forth in this Agreement or any Ancillary Agreement, the covenants, representations and warranties contained in this Agreement and each Ancillary Agreement, and Liability for the breach of any obligations contained herein, shall survive the Separation and the Distribution and shall remain in full force and effect in accordance with their terms.

10.13. **Waivers of Default.** Waiver by a Party of any default by the other Party of any provision of this Agreement or any Ancillary Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement or any Ancillary Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

10.14. **Specific Performance.** Subject to the provisions of Article VII, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Ancillary Agreement, the Party or Parties who are, or are to be, thereby

aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its or their rights under this Agreement or such Ancillary Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

10.15. Amendments. No provisions of this Agreement or any Ancillary Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

10.16. Interpretation. In this Agreement and any Ancillary Agreement, (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement (or the applicable Ancillary Agreement) as a whole (including all of the Schedules, Exhibits and Appendices hereto and thereto) and not to any particular provision of this Agreement (or such Ancillary Agreement); (c) Article, Section, Schedule, Exhibit and Appendix references are to the Articles, Sections, Schedules, Exhibits and Appendices to this Agreement (or the applicable Ancillary Agreement) unless otherwise specified; (d) unless otherwise stated, all references to any agreement shall be deemed to include the exhibits, schedules and annexes to such agreement; (e) the word “including” and words of similar import when used in this Agreement (or the applicable Ancillary Agreement) shall mean “including, without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) unless otherwise specified in a particular case, the word “days” refers to calendar days; (h) references to “business day” shall mean any day other than a Saturday, a Sunday or a day on which banking institutions are generally authorized or required by law to close in the United States or Fremont, California; (i) references herein to this Agreement or any other agreement contemplated herein shall be deemed to refer to this Agreement or such other agreement as of the date on which it is executed and as it may be amended, modified or supplemented thereafter, unless otherwise specified; and (j) unless expressly stated to the contrary in this Agreement or in any Ancillary Agreement, all references to “the date hereof,” “the date of this Agreement,” “hereby” and “hereupon” and words of similar import shall all be references to November 30, 2020.

10.17. Limitations of Liability. Notwithstanding anything in this Agreement to the contrary, neither Concentrix or any member of the Concentrix Group, on the one hand, nor SYNEX or any member of the SYNEX Group, on the other hand, shall be liable under this Agreement to the other for any indirect, punitive, exemplary, remote, speculative or similar damages in excess of compensatory damages of the other arising in connection with the transactions contemplated hereby (other than any such Liability to the extent payable to a Third-Party with respect to a Third-Party Claim).

10.18. Performance. SYNnex will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the SYNnex Group. Concentrix will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the Concentrix Group. Each Party (including its permitted successors and assigns) further agrees that it will (a) give timely notice of the terms, conditions and continuing obligations contained in this Agreement and any applicable Ancillary Agreement to all of the other members of its Group and (b) cause all of the other members of its Group not to take any action or fail to take any such action inconsistent with such Party's obligations under this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby.

10.19. Mutual Drafting. This Agreement and the Ancillary Agreements shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Separation and Distribution Agreement to be executed by their duly authorized representatives.

SYNNEX CORPORATION

By: /s/ Simon Y. Leung

Name: Simon Y. Leung

Title: Senior Vice President, General
Counsel and Corporate Secretary

CONCENTRIX CORPORATION

By: /s/ Steven L. Richie

Name: Steven L. Richie

Title: Executive Vice President, Legal

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF
CONCENTRIX CORPORATION**

Concentrix Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name of the corporation is Concentrix Corporation.

SECOND: The original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on December 15, 2009 under the name SYNEX GBS, INC., and was amended on March 14, 2014 to change the name to Concentrix Global Holdings, Inc., and was subsequently amended on February 12, 2020.

THIRD: Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Restated Certificate of Incorporation restates, integrates and further amends the provisions of the Certificate of Incorporation of the corporation.

FOURTH: The Certificate of Incorporation of the corporation shall be amended and restated to read in full as follows:

ARTICLE I

The name of the corporation is Concentrix Corporation (the “**Corporation**”).

ARTICLE II

The registered agent and the address of the registered offices in the State of Delaware are:

THE CORPORATION TRUST COMPANY
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
New Castle County

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware (the “**DGCL**”).

ARTICLE IV

A. Classes of Stock. The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is 260,000,000, of which 250,000,000 shares shall be Common Stock, \$0.0001 par value per share (the “**Common Stock**”), and of which

10,000,000 shares shall be Preferred Stock, \$0.0001 par value per share (the “**Preferred Stock**”). The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the then outstanding shares of Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such Preferred Stock holders is required pursuant to the provisions established by the Board of Directors of the Corporation (the “**Board of Directors**”) in the resolution or resolutions providing for the issue of such Preferred Stock, and if such holders of such Preferred Stock are so entitled to vote thereon, then, except as may otherwise be set forth in this Restated Certificate (this “**Certificate**”), the only stockholder approval required shall be the affirmative vote of a majority of the voting power of the Common Stock and the Preferred Stock so entitled to vote, voting together as a single class.

B. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series, as determined by the Board of Directors. The Board of Directors is expressly authorized to provide for the issue, in one or more series, of all or any of the remaining shares of Preferred Stock and, in the resolution or resolutions providing for such issue, to establish for each such series the number of its shares, the voting powers, full or limited, of the shares of such series, or that such shares shall have no voting powers, and the designations, preferences and relative, participating, optional or other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof. The Board of Directors is also expressly authorized (unless forbidden in the resolution or resolutions providing for such issue) to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issuance of shares of that series. In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series. Unless the Board of Directors provides to the contrary in the resolution which fixes the designations, preferences and rights of a series of Preferred Stock, neither the consent by series, or otherwise, of the holders of any outstanding Preferred Stock nor the consent of the holders of any outstanding Common Stock shall be required for the issuance of any new series of Preferred Stock regardless of whether the rights and preferences of the new series of Preferred Stock are senior or superior, in any way, to the outstanding series of Preferred Stock or the Common Stock.

C. Common Stock.

1. Relative Rights of Preferred Stock and Common Stock. All preferences, voting powers, relative, participating, optional, or other special rights and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of the Preferred Stock.

2. Voting Rights. Except as otherwise required by law or this Certificate, each holder of Common Stock shall have one vote in respect of each share of stock held by such holder of record on the books of the Corporation for the election of directors and on all matters

submitted to a vote of stockholders of the Corporation. No holder of shares of Common Stock shall have the right to cumulative votes.

3. Dividends. Subject to the preferential rights of the Preferred Stock and except as otherwise required by law or this Certificate, the holders of shares of Common Stock shall be entitled to receive, dividends when and if declared by the Board of Directors, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property or in shares of capital stock.

4. Dissolution, Liquidation, or Winding Up. In the event of any dissolution, liquidation, or winding up of the affairs of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock, holders of Common Stock shall be entitled, except as otherwise required by law or this Certificate, to receive all of the remaining assets of the Corporation of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively. A merger, conversion, exchange, or consolidation of the Corporation with or into any other person or sale or transfer of all or any part of the assets of the Corporation (which shall not in fact result in the liquidation of the Corporation and the distribution of assets to stockholders) shall not be deemed to be a voluntary or involuntary liquidation, dissolution, or winding up of the affairs of the Corporation.

5. No Conversion, Redemption, or Preemptive Rights. The holders of Common Stock shall not have any conversion, redemption, or preemptive rights.

6. Consideration for Shares. The Common Stock authorized by this Certificate shall be issued for such consideration as shall be fixed, from time to time, by the Board of Directors.

ARTICLE V

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. Authority and Number of Directors. The Board of Directors is expressly authorized to adopt, amend, or repeal the bylaws of the Corporation (the "**Bylaws**"), without any action on the part of the stockholders, by the vote of at least a majority of the directors of the Corporation then in office. The business and affairs of the Corporation shall be managed by a Board of Directors. The authorized number of directors of the Corporation shall be fixed in the manner provided in the Bylaws. Other than those directors elected by the holders of any series of Preferred Stock as provided for or fixed pursuant to the provisions of Article IV hereof, each director shall serve until his or her successor shall be duly elected and qualified or until his or her earlier resignation, removal from office, death, or incapacity.

B. Vacancies; Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death,

resignation, retirement, disqualification, removal from office, or other cause shall be filled solely by a majority vote of the directors then in office, although less than a quorum, or by a sole remaining director. If there are no directors in office, then an election of directors may be held in the manner provided by statute. Directors chosen pursuant to any of the foregoing provisions shall hold office until their successors are duly elected and qualified or until their earlier resignation, removal from office, death, or incapacity. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, or by this Certificate or the Bylaws, may exercise the powers of the full Board of Directors until the vacancy is filled.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. Elections of directors need not be by written ballot unless the Bylaws shall so provide.

B. The books of the Corporation may be kept at such place within or without the State of Delaware as the Bylaws may provide or as may be designated from time to time by the Board of Directors.

ARTICLE VII

A. Power of Stockholder to Act by Written Consent. No action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting called and noticed in the manner required by the Bylaws and the DGCL. The stockholders may not in any circumstance take action by written consent.

B. Special Meetings of Stockholders. Special meetings of the stockholders of the Corporation may be called for any purpose or purposes, unless otherwise prescribed by statute or by this Certificate, only at the request of the Chairman of the Board of Directors, the Chief Executive Officer, or the President of the Corporation, or by a resolution adopted by the affirmative vote of a majority of the Board of Directors. Any power of stockholders to call a special meeting of stockholders is specifically denied. Except as otherwise required by law or this Certificate, the Board of Directors may postpone, reschedule, or cancel any special meeting of stockholders.

C. Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner and to the extent provided in the Bylaws.

ARTICLE VIII

A. Limitation on Liability. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended (including, but not limited to Section 102(b)(7) of the DGCL), a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL hereafter is amended to further eliminate or limit the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the amended DGCL. Any repeal or modification of this paragraph by the stockholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

B. Indemnification. Each person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, employee benefit plan, or other enterprise (including the heirs, executors, administrators, or estate of such person), shall be indemnified and advanced expenses by the Corporation, in accordance with the Bylaws, to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) or any other applicable laws as presently or hereinafter in effect. The right to indemnification and advancement of expenses hereunder shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of this Certificate or the Bylaws, agreement, vote of stockholders, or disinterested directors or otherwise.

C. Repeal and Modification. Any repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

ARTICLE IX

The affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend in any respect or repeal this Article IX or Articles V, VII and VIII; provided, however, unless the Certificate of Incorporation is approved by holders of at least a majority of the voting power of the shares of capital stock of the Corporation, after the 2026 Annual Meeting of the Corporation, this Article IX or Articles V, VII and VIII may be adopted, amended or replaced by the affirmative vote of a majority of the voting power of the shares of capital stock of the corporation.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 25th day of November, 2020.

Concentrix Corporation

By: /s/ Steven L. Richie
Steven L. Richie
Executive Vice President, Legal

AMENDED AND RESTATED
BYLAWS
OF
CONCENTRIX CORPORATION
(a Delaware corporation)

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AMENDED AND RESTATED
BYLAWS
OF
CONCENTRIX CORPORATION
(a Delaware corporation)

ARTICLE 1

Offices

1.1 Registered Office. The registered office of Concentrix Corporation shall be set forth in the certificate of incorporation of the corporation.

1.2 Other Offices. The corporation may also have offices at such other places, either within or without the State of Delaware, as the board of directors of the corporation (the “**Board of Directors**”) may from time to time designate, or the business of the corporation may require.

ARTICLE 2

Meeting of Stockholders

2.1 Place of Meeting. Meetings of stockholders may be held at such place, either within or outside the State of Delaware, as may be designated by or in the manner provided in these bylaws, or, if not so designated, at the principal executive offices of the corporation. The Board of Directors may, in its sole discretion, (a) determine that a meeting of stockholders shall not be held at any place, or (b) permit participation by stockholders at such meeting, by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law (the “**DGCL**”).

2.2 Annual Meeting.

(a) Annual meetings of stockholders shall be held each year at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At each such annual meeting, the stockholders shall elect by plurality vote a Board of Directors. The stockholders shall also transact such other business as may properly be brought before the meeting. Except as otherwise restricted by the certificate of incorporation of the corporation or applicable law, the Board of Directors may postpone, reschedule, or cancel any annual meeting of stockholders.

(b) To be properly brought before the annual meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board

of Directors, or (c) otherwise properly brought before the meeting by a stockholder of record. A motion related to business proposed to be brought before any stockholders' meeting may be made by any stockholder entitled to vote if the business proposed is otherwise proper to be brought before the meeting. However, any such stockholder may propose business to be brought before a meeting only if such stockholder has given timely notice to the Secretary of the corporation in proper written form of the stockholder's intent to propose such business. To be timely, the stockholder's notice must be delivered by a nationally recognized courier service or mailed by first class United States mail, postage or delivery charges prepaid, and received at the principal executive offices of the corporation addressed to the attention of the Secretary of the corporation not more than one hundred twenty (120) days nor less than ninety (90) days in advance of the anniversary of the date of the corporation's proxy statement provided in connection with the previous year's annual meeting of stockholders; *provided, however*, that in the event that no annual meeting was held in the previous year or the annual meeting is called for a date that is more than thirty (30) days before or after the anniversary date of the previous year's annual meeting, notice by the stockholder must be received by the Secretary of the corporation not later than the close of business on the later of (x) the ninetieth (90th) day prior to such annual meeting and (y) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. For the purposes of these bylaws, "**public announcement**" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the corporation, the language of the proposed amendment), and the reasons for conducting such business at the annual meeting; (ii) the name and record address of the stockholder proposing such business and the beneficial owner, if any, on whose behalf the proposal is made; (iii) the class, series, and number of shares of the corporation that are owned beneficially and of record by the stockholder and such beneficial owner; (iv) any material interest of the stockholder in such business; and (v) any other information that is required to be provided by the stockholder pursuant to Section 14 of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (collectively, the "**1934 Act**") in such stockholder's capacity as a proponent of a stockholder proposal.

Notwithstanding anything in these bylaws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section; *provided, however*, that nothing in this Section shall be deemed to preclude discussion by any stockholder of any business properly brought before the annual meeting.

The Chairman of the Board (or such other person presiding at the meeting in accordance with these bylaws) shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section,

and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

2.3 Special Meetings. Special meetings of the stockholders may be called for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, by the Secretary only at the request of the Chairman of the Board, the Chief Executive Officer or the President or by a resolution duly adopted by the affirmative vote of a majority of the Board of Directors. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to the matters relating to the purpose or purposes stated in the notice of meeting. Except as otherwise restricted by the certificate of incorporation or applicable law, the Board of Directors may postpone, reschedule, or cancel any special meeting of stockholders.

2.4 Notice of Meetings. Except as otherwise provided by law, the certificate of incorporation, or these bylaws, written notice of each meeting of stockholders, annual or special, stating the place, if any, date, and time of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which such special meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

2.5 List of Stockholders. The officer in charge of the stock ledger of the corporation or the transfer agent shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. If the meeting is to be held at a place, then the list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to gain access to such list shall be provided with the notice of the meeting.

2.6 Organization and Conduct of Business. The Chairman of the Board or, in his or her absence, the Chief Executive Officer or President of the corporation or, in their absence, such person as the Board of Directors may have designated or, in the absence of such a person, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him or her in order.

2.7 Quorum. Except where otherwise provided by law, the certificate of incorporation of the corporation, or these bylaws, the holders of a majority of the voting power of the capital stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders.

2.8 Adjournments. If a quorum is not present or represented at any meeting of stockholders, a majority of the stockholders present in person or represented by proxy at the meeting and entitled to vote, though less than a quorum, or by any officer entitled to preside at such meeting, shall be entitled to adjourn such meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. When a meeting is adjourned to another place, date, or time, notice need not be given of the adjourned meeting if the place, date, and time thereof are announced at the meeting at which the adjournment is taken; *provided, however*, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, if any, date, time, and means of remote communications, if any, of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted that might have been transacted at the original meeting.

2.9 Voting Rights. Unless otherwise provided in the DGCL or certificate of incorporation of the corporation, each stockholder shall at every meeting of the stockholders be entitled to one vote for each share of the capital stock having voting power held by such stockholder. No holder of shares of the corporation's common stock shall have the right to cumulative votes.

2.10 Majority Vote. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power of the capital stock and entitled to vote present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation of the corporation or of these bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question.

2.11 Record Date for Stockholder Notice and Voting. For purposes of determining the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any right in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any other action to which the record date relates. A determination of stockholders of record entitled to notice of or to vote at a

meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting. If the Board of Directors does not so fix a record date, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

2.12 Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Subject to the limitation set forth in the last clause of the first sentence of this Section 2.12, a duly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (a) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy, or (b) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted.

2.13 Inspectors of Election. The corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The corporation may designate one or more persons to act as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability.

2.14 No Action Without a Meeting. No action shall be taken by the stockholders except at an annual or special meeting of stockholders called and noticed in the manner required by these bylaws. The stockholders may not in any circumstance take action by written consent.

ARTICLE 3

Directors

3.1 Number, Election, Tenure and Qualifications. The number of directors that shall constitute the entire Board of Directors shall be fixed from time to time by resolution adopted by a majority of the directors of the corporation then in office. No decrease in the number of authorized directors shall have the effect of removing any director before that director's term of office expires.

3.2 Director Nominations. At each annual meeting of the stockholders, directors shall be elected for that class of directors whose terms are then expiring, except as otherwise provided in Section 3.2, and each director so elected shall hold office until such director's successor is duly elected and qualified or until such director's earlier resignation, removal, death, or incapacity.

If a majority of the votes cast for a director are marked "against" or "withheld" in an uncontested election, the director shall promptly tender his or her irrevocable resignation for the Board of Directors' consideration. If such director's resignation is accepted by the Board of Directors, then the Board of Directors, in its sole discretion, may fill the resulting vacancy in accordance with the provisions of Section 3.2 or may decrease the size of the Board of Directors in accordance with the provisions of Section 3.1.

Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations of persons for election to the Board of Directors must be (a) made by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (b) made by any stockholder of record of the corporation entitled to vote for the election of directors at the applicable meeting who complies with the notice procedures set forth in this Section 3.2. Directors need not be stockholders. Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the corporation. To be timely, a stockholder's notice shall be delivered by a nationally recognized courier service or mailed by first class United States mail, postage or delivery charges prepaid, and received at the principal executive offices of the corporation addressed to the attention of the Secretary of the corporation (i) in the case of an annual meeting of stockholders, not more than one hundred twenty (120) days nor less than ninety (90) days in advance of the anniversary of the date of the corporation's proxy statement provided in connection with the previous year's annual meeting of stockholders; *provided, however*, that in the event that no annual meeting was held in the previous year or the annual meeting is called for a date more than thirty (30) days before or after the anniversary date of the previous year's annual meeting, notice by the stockholder must be received by the Secretary of the corporation not later than the close of business on the later of (A) the ninetieth (90th) day prior to such annual meeting and (B) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made, and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made. Such stockholder's notice to the Secretary shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, (i) the name, age, business address, and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class, series, and number of shares of capital stock of the corporation that are owned beneficially by the person, (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Section 14 of the 1934 Act and the rules and regulations promulgated thereunder, and (v) the nominee's written consent to serve, if elected, and (b) as to the stockholder giving the notice, (i) the name and record address of the stockholder, (ii) the class, series, and number of shares of capital stock of the

corporation that are owned beneficially by the stockholder, and (iii) a description of all arrangements or understandings between such stockholder and each person the stockholder proposes for election or re-election as a director pursuant to which such proposed nomination is being made. The corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as a director of the corporation. No person shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth herein.

In connection with any annual meeting of the stockholders (or, if and as applicable, any special meeting of the stockholders), the Chairman of the Board (or such other person presiding at such meeting in accordance with these bylaws) shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

3.3 Enlargement and Vacancies. Except as otherwise provided by the certificate of incorporation, subject to the rights of the holders of any series of preferred stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office, or other cause shall be filled solely by a majority vote of the directors then in office, although less than a quorum, or by a sole remaining director. If there are no directors in office, then an election of directors may be held in the manner provided by statute. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, or by the certificate of incorporation or these bylaws, may exercise the powers of the full board until the vacancy is filled.

3.4 Resignation and Removal. Any director may resign at any time upon written notice to the corporation at its principal place of business addressed to the attention of the Chief Executive Officer, the Secretary, the Chairman of the Board, or the Chair of the Nominating and Governance Committee of the Board of Directors, who shall in turn notify the full Board of Directors (although failure to provide such notification to the full Board of Directors shall not impact the effectiveness of such resignation). Such resignation shall be effective upon receipt of such notice by one of the individuals designated above unless the notice specifies such resignation to be effective at some other time or upon the happening of some other event. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of not less than two-thirds (2/3) of the voting power of the capital stock issued and outstanding then entitled to vote at an election of directors.

3.5 Powers. The business of the corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation of the corporation or by these bylaws directed or required to be exercised or done by the stockholders.

3.6 Chairman of the Board. The directors shall elect a Chairman of the Board and may elect a Vice Chair of the Board, each to hold such office until their successor is elected and qualified or until their earlier resignation or removal. In the absence or disability of the Chairman of the Board, the Vice Chair of the Board, if one has been elected, or another director designated by the Board of Directors, shall perform the duties and exercise the powers of the Chairman of the Board. The Chairman of the Board of the corporation shall if present preside at all meetings of the stockholders and the Board of Directors and shall have such other duties as may be vested in the Chairman of the Board by the Board of Directors. The Vice Chair of the Board of the corporation shall have such duties as may be vested in the Vice Chair of the Board by the Board of Directors.

3.7 Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or outside the State of Delaware.

3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as may be determined from time to time by the Board of Directors; *provided, however*, that any director who is absent when such a determination is made shall be given prompt notice of such determination.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, or by the written request of two or more of the directors then in office. Notice of the time and place, if any, of special meetings shall be delivered personally or by telephone to each director, or sent by first-class mail or commercial delivery service, facsimile transmission, or by electronic mail or other electronic means, charges prepaid, sent to such director's business or home address as they appear upon the records of the corporation. In case such notice is mailed, it shall be deposited in the United States mail at least three (3) days prior to the time of holding of the meeting. In case such notice is delivered personally or by telephone or by commercial delivery service, facsimile transmission, or electronic mail or other electronic means, it shall be so delivered at least four (4) hours prior to the time of the holding of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

3.10 Quorum, Action at Meeting, Adjournments. At all meetings of the Board of Directors, a majority of directors then in office, shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, as it presently exists or may hereafter be amended, or by these bylaws. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.11 Action Without Meeting. Unless otherwise restricted by the certificate of incorporation of the corporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent

thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

3.12 Telephone Meetings. Unless otherwise restricted by the certificate of incorporation of the corporation or these bylaws, any member of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or of any committee, as the case may be, by means of conference telephone or by any form of communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.13 Committees. The Board of Directors may, by resolution, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not the member or members present constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolutions of the Board of Directors, shall have and may exercise all of the lawfully delegated powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and make such reports to the Board of Directors as the Board of Directors may request or the charter of such committee may then require. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these bylaws for the conduct of its business by the Board of Directors.

3.14 Fees and Compensation of Directors. The Board of Directors shall have the authority to fix the compensation of directors.

ARTICLE 4

Officers

4.1 Officers Designated. The officers of the corporation shall be chosen by the Board of Directors and shall be a Chief Executive Officer, a Secretary, and a Chief Financial Officer. The Board of Directors may also choose a President, a Treasurer, one or more Vice Presidents, and one or more assistant Secretaries or assistant Treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation of the corporation or these bylaws otherwise provide.

4.2 Election. The Board of Directors shall choose a Chief Executive Officer, a Secretary, and a Chief Financial Officer. Other officers may be appointed by the Board of Directors or may be appointed by the Chief Executive Officer pursuant to a delegation of authority from the Board of Directors.

4.3 Tenure. Each officer of the corporation shall hold office until such officer's successor is appointed and qualified, unless a different term is specified in the vote choosing or appointing such officer, or until such officer's earlier death, resignation, removal, or incapacity. Any officer appointed by the Board of Directors or by the Chief Executive Officer may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors or a committee duly authorized to do so, except that any officer appointed by the Chief Executive Officer may also be removed at any time by the Chief Executive Officer. Any vacancy occurring in any office of the corporation may be filled by the Board of Directors, at its discretion. Any officer may resign by delivering such officer's written resignation to the corporation at its principal place of business to the attention of the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

4.4 The Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, in the absence of the Chairman of the Board, the Chief Executive Officer shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

4.5 The President. The President shall, in the event there is no Chief Executive Officer or in the absence of the Chief Executive Officer or in the event of his or her disability, perform the duties of the Chief Executive Officer, and when so acting, shall have the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall perform such other duties and have such other powers as may from time to time be prescribed for such person by the Board of Directors, the Chief Executive Officer, or these bylaws.

4.6 The Vice President. The Vice President, if any (or in the event there be more than one, the Vice Presidents in the order designated by the directors, or in the absence of any designation, in the order of their election), shall, in the absence of the President or in the event of his or her disability or refusal to act, perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. The Vice President(s) shall perform such other duties and have such other powers as may from time to time be prescribed for them by the Board of Directors, the Chief Executive Officer, the President, or these bylaws.

4.7 The Secretary. The Secretary shall attend all meetings of the Board of Directors and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the standing committees, when required. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board, or the Chief Executive Officer, under whose supervision he or she shall act. The Secretary shall sign such instruments on behalf of the corporation as the Secretary may be authorized to sign by the Board of Directors or by law and shall countersign, attest and affix the corporate seal to all certificates and instruments where such countersigning or such sealing and attesting are necessary to their true and proper execution. The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same and the number and date of cancellation of every certificate surrendered for cancellation.

4.8 The Assistant Secretary. The Assistant Secretary, or if there be more than one, any Assistant Secretaries in the order designated by the Board of Directors (or in the absence of any designation, in the order of their election) shall assist the Secretary in the performance of his or her duties and, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

4.9 The Chief Financial Officer. The Chief Financial Officer shall be the principal financial officer in charge of the general accounting books, accounting and cost records and forms. The Chief Financial Officer may also serve as the principal accounting officer and shall perform such other duties and have other powers as may from time to time be prescribed by the Board of Directors or the Chief Executive Officer.

4.10 The Treasurer and Assistant Treasurers. The Treasurer (if one is appointed) shall have such duties as may be specified by the Chief Financial Officer to assist the Chief Financial Officer in the performance of his or her duties and to perform such other duties and have other powers as may from time to time be prescribed by the Board of Directors or the Chief Executive Officer. It shall be the duty of any Assistant Treasurers to assist the Treasurer in the performance of his or her duties and to perform such other duties and have other powers as may from time to time be prescribed by the Board of Directors or the Chief Executive Officer.

4.11 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE 5

Notices

5.1 Delivery. Whenever, under the provisions of law, or of the certificate of incorporation of the corporation or these bylaws, written notice is required to be given to any director or stockholder, such notice may be given by mail, addressed to such director or stockholder, at such person's address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail or delivered to a nationally recognized courier service. Unless written notice by mail is required by law, written notice may also be given by commercial delivery service, facsimile transmission, electronic means, or similar means addressed to such director or stockholder at such person's address as it appears on the records of the corporation, in which case such notice shall be deemed to be given when delivered into the control of the persons charged with effecting such transmission, the transmission charge to be paid by the corporation or the person sending such notice and not by the addressee. Oral notice or other in-hand delivery, in person or by telephone, shall be deemed given at the time it is actually given.

5.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of law or of the certificate of incorporation of the corporation or of these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE 6

Indemnification and Insurance

6.1 Indemnification of Officers and Directors. Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a "**proceeding**"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director or officer of the corporation (or any predecessor), or is or was serving at the request of the corporation (or any predecessor) as a director, officer, employee, or agent of another corporation or of a partnership, limited liability company, joint venture, trust, employee benefit plan sponsored or maintained by the corporation, or other enterprise (or any predecessors of such entities) (hereinafter an "**Indemnitee**"), shall be indemnified and held harmless by the corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, including, but not

limited to, Section 102(b)(7) of the DGCL (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), or by other applicable law as then in effect, against all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Indemnitee in connection therewith. Each person who is or was serving as a director, officer, employee, or agent of a subsidiary of the corporation shall be deemed to be serving, or have served, at the request of the corporation. The right to indemnification conferred in this Section 6.1 shall be a contract right.

Any indemnification (but not advancement of expenses) under this Article 6 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment). Such determination shall be made with respect to a person who is a director or officer at the time of such determination (a) by a majority vote of the directors who are not or were not parties to the proceeding in respect of which indemnification is being sought by Indemnitee (the "**Disinterested Directors**"), even though less than a quorum, (b) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, (c) if there are no such Disinterested Directors, or if the Disinterested Directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee, or (d) by the stockholders.

6.2 Indemnification of Others. This Article 6 does not limit the right of the corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than those persons identified in Section 6.1 when and as authorized by the Board or by the action of a committee of the Board or designated officers of the corporation established by or designated in resolutions approved by the Board; *provided, however*, that the payment of expenses incurred by such a person in advance of the final disposition of the proceeding shall be made only upon receipt by the corporation of a written undertaking by such person to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article 6 or otherwise.

6.3 Advance Payment. The right to indemnification under this Article 6 shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the corporation within thirty (30) days after the receipt by the corporation of a statement or statements from the claimant requesting such advance or advances from time to time; *provided, however*, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such

person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 6.1 or otherwise.

Notwithstanding the foregoing, unless such right is acquired other than pursuant to this Article 6, no advance shall be made by the corporation to an officer of the corporation (except by reason of the fact that such officer is or was a director of the corporation, in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative, or investigative, if a determination is reasonably and promptly made (a) by the Board of Directors by a majority vote of the Disinterested Directors, even though less than a quorum, or (b) by a committee of Disinterested Directors designated by majority vote of the Disinterested Directors, even though less than a quorum, or (c) if there are no Disinterested Directors or the Disinterested Directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the claimant, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

6.4 Right of Indemnitee to Bring Suit. If a claim for indemnification (following final disposition of such proceeding) or advancement of expenses under this Article 6 is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit to the fullest extent permitted by law. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article or otherwise shall be on the corporation.

6.5 Non-Exclusivity and Survival of Rights; Amendments. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 6 shall not be deemed exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation of the corporation, bylaws, agreement, vote of stockholders or Disinterested Directors or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the corporation and shall inure to the benefit of the heirs, executors and administrators of such a person. Any repeal or modification of the provisions of this Article 6 shall not in any way diminish or adversely affect the rights of any director, officer, employee, or

agent of the corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

6.6 Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such expenses, liability or loss under the DGCL.

6.7 Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the corporation shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this Article 6 in entering into or continuing such service. The rights to indemnification and to the advance of expenses conferred in this Article 6 shall apply to claims made against an Indemnitee arising out of acts or omissions that occurred or occur both prior and subsequent to the adoption hereof.

6.8 Severability. If any word, clause, provision or provisions of this Article 6 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality, and enforceability of the remaining provisions of this Article 6 (including, without limitation, each portion of any section or paragraph of this Article 6 containing any such provision held to be invalid, illegal, or unenforceable, that is not itself held to be invalid, illegal, or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article 6 (including, without limitation, each such portion of any section or paragraph of this Article 6 containing any such provision held to be invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE 7

Capital Stock

7.1 Certificates for Shares. The shares of the corporation shall be (i) represented by certificates or (ii) uncertificated and evidenced by a book-entry system maintained by or through the corporation's transfer agent or registrar. Certificates shall be signed by, or in the name of the corporation by, the Chairman of the Board, the Chief Executive Officer, the President or a Vice President and by the Chief Financial Officer, the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send or cause to be sent to the registered owner thereof a written notice containing the information required by the DGCL or a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and/or rights.

7.2 Signatures on Certificates. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

7.3 Transfer of Stock. Upon surrender to the corporation or the transfer agent of the corporation of a certificate of shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, and proper evidence of compliance of other conditions to rightful transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions and proper evidence of compliance of other conditions to rightful transfer from the registered owner of uncertificated shares, such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the corporation.

7.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

7.5 Lost, Stolen or Destroyed Certificates. The corporation may direct that a new certificate or certificates be issued to replace any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed and on such terms and conditions as the corporation may require. When authorizing the issue of a new certificate or certificates, the corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require, to indemnify the corporation in such manner as it may require, and/or to give the corporation a bond or other adequate security in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE 8

General Provisions

8.1 Dividends. Dividends upon the capital stock of the corporation, subject to any restrictions contained in the DGCL or the provisions of the certificate of incorporation of the corporation, if any, may be declared by the Board of Directors at any regular or special meeting or by unanimous written consent. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the certificate of incorporation of the corporation.

8.2 Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.3 Corporate Seal. The Board of Directors may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the word "Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced. The seal may be altered from time to time by the Board of Directors.

8.4 Execution of Corporate Contracts and Instruments. The Board of Directors, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.5 Representation of Shares of Other Corporations. The Chief Executive Officer, the President or any Vice President, the Chief Financial Officer, or the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary of the corporation is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any corporation or corporations or similar ownership interests of other business entities standing in the name of the corporation. The authority herein granted to said officers to vote or represent on behalf of the corporation any and all shares or similar ownership interests held by the corporation in any other corporation or corporations or other business entities may be exercised either by such officers in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officers.

ARTICLE 9

Forum for Adjudication of Disputes

To the fullest extent permitted by law, and unless the corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction or is permitted by applicable law to be the sole and exclusive forum, the federal district court for the District of Delaware), shall be the sole and exclusive forum for (a) any derivative action or proceeding brought in the name or right of the corporation or on its behalf, (b) any action asserting a claim for breach of any fiduciary duty owed by any director, officer, employee or agent of the corporation to the corporation or the corporation's stockholders, (c) any action arising or asserting a claim arising pursuant to any provision of the DGCL or any provision of the certificate of incorporation or these bylaws or (d) any action asserting a claim governed by the internal affairs doctrine, including, without limitation, any action to interpret, apply, enforce or determine the validity of the certificate of incorporation or these bylaws. Unless the corporation consents in writing to the selection of an alternative forum, the U.S. federal district courts shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, against the corporation or any director, officer, other employee or agent of the corporation. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the corporation shall be deemed to have notice of and consented to the provisions of this Article 9.

ARTICLE 10

Amendments

Subject to the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation, without any action on the part of the stockholders, by the vote of at least a majority of the directors of the corporation then in office. In addition to any vote of the holders of any class or series of stock of the corporation required by the DGCL or the certificate of incorporation of the corporation, the bylaws may also be adopted, amended or repealed by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the shares of the capital stock of the corporation entitled to vote in the election of directors, voting as one class; provided, however, unless the bylaws of the corporation are approved by holders of at least a majority of the voting power of the shares of capital stock of the corporation, after the 2026 Annual Meeting of the corporation, the bylaws may be adopted, amended or replaced by the affirmative vote of a majority of the voting power of the shares of capital stock of the corporation.

TAX MATTERS AGREEMENT
DATED AS OF NOVEMBER 30, 2020
BY AND BETWEEN
SYNNEX CORPORATION
AND
CONCENTRIX CORPORATION

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this “**TMA**”) is entered into as of November 30, 2020, by and between SYNnex Corporation, a Delaware corporation (“**SYNNEX**”), and Concentrix Corporation, a Delaware corporation and a wholly owned subsidiary of SYNnex (“**Concentrix**”) (collectively, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, SYNnex and Concentrix have entered into a Separation and Distribution Agreement, dated as of November 30, 2020 (the “**Separation and Distribution Agreement**”), providing for the separation of the SYNnex Group from the Concentrix Group;

WHEREAS, pursuant to the terms of the Separation and Distribution Agreement, SYNnex will, among other things, (i) contribute the Concentrix Assets to Concentrix and its Subsidiaries, (ii) cause Concentrix and its subsidiaries to assume the Concentrix Liabilities, and (iii) effect the Distribution;

WHEREAS, for U.S. Federal Income Tax purposes, it is intended that the Distribution shall qualify as a transaction that is generally tax free pursuant to Sections 355(a) and 368(a)(1)(D) of the Code;

WHEREAS, as of the date hereof, SYNnex is the common parent of an affiliated group of corporations, including Concentrix, which has elected to file consolidated U.S. federal income Tax Returns;

WHEREAS, as a result of the Distribution, Concentrix and its subsidiaries will cease to be members of the affiliated group (as that term is defined in Section 1504 of the Code) of which SYNnex is the common parent (the “**Deconsolidation**”);

WHEREAS, the parties desire to provide for and agree upon the allocation between the parties of liabilities for Taxes arising prior to, as a result of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes;

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

Section 1. Definition of Terms. For purposes of this TMA (including the recitals hereof), the following terms have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Separation and Distribution Agreement:

“**Accounting Cutoff Date**” means any date as of the end of which there is a closing of the financial accounting records for Concentrix.

“**Adjustment Request**” means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of

Taxes, including (a) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (b) any claim for equitable recoupment or other offset, and (c) any claim for refund or credit of Taxes previously paid.

“**Allocable Share**” means the portion of Taxes with respect to a Cross-Segment Matter that shall be the responsibility of a Party hereunder. A Party’s Allocable Share shall be equal to such Party’s Group’s pro rata portion of the aggregate benefits, net of Taxes, enjoyed by both Groups with respect to such Cross-Segment Matter and the related tax position that gave rise to the Tax. In determining the aggregate benefits enjoyed by each Group, consideration shall be given to the financial benefits of the underlying transaction or arrangement as well as the tax position taken with respect to such transaction or arrangement. Any Disputes between the Parties regarding their respective Allocable Share with respect to a Cross-Segment Matter shall be resolved in accordance with the procedures set forth in Section 14 of this TMA.

“**Affiliate**” means any entity that is directly or indirectly “controlled” by either the person in question or an Affiliate of such person. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise. The term Affiliate shall refer to Affiliates of a person as determined immediately after the Distribution.

“**CFC**” means a controlled foreign corporation as defined in Section 957(a) of the Code.

“**CFO Certificate**” shall have the meaning set forth in Section 7.02(e) of this TMA.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

“**Compensatory Equity Interests**” shall have the meaning set forth in Section 6.02(a) of this TMA.

“**Concentrix**” shall have the meaning provided in the first sentence of this TMA, and references herein to Concentrix shall include any entity treated as a successor to Concentrix.

“**Concentrix Active Trade or Business**” means the active conduct (as defined in Section 355(b)(2) of the Code and the regulations thereunder) by Concentrix and its “separate affiliated group” (as defined in Section 355(b)(3)(B) of the Code) conducted immediately prior to the Distribution.

“**Concentrix Capital Stock**” means all classes or series of capital stock of Concentrix, including (i) the Concentrix Common Stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in Concentrix for U.S. federal income tax purposes.

“**Concentrix Carryback Item**” means any Tax Item of any member of the Concentrix Group which may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

“Concentrix Common Stock” has the meaning ascribed to the term “Concentrix Shares” in the Separation and Distribution Agreement.

“Concentrix Employee” shall have the meaning provided in the Employee Matters Agreement.

“Concentrix Federal Consolidated Income Tax Return” shall mean any U.S. federal income Tax Return for the affiliated group (as that term is defined in Section 1504 of the Code) of which Concentrix is the common parent.

“Concentrix Group” means Concentrix and its Affiliates, as determined immediately after the Distribution; provided, however, that any active trade or business of Concentrix shall be considered part of the Concentrix Group even if such active trade or business is owned by SYNEX or an Affiliate of SYNEX immediately after the Distribution.

“Concentrix Retained Taxes” means Taxes incurred in the ordinary course of business by any member of the Concentrix Group, excluding, for the avoidance of doubt, (i) SYNEX’ Allocable Share of any Taxes arising out of a Cross-Segment Matter, (ii) Other Taxes imposed with respect to the Transactions, and (iii) any other Taxes that are specifically allocated to SYNEX pursuant to the terms of this TMA.

“Concentrix Separate Return” means any Separate Return of Concentrix or any member of the Concentrix Group.

“Cross-Segment Matters” means, with respect to any Tax Period (or portion thereof) ending on or prior to the Distribution Date, (i) any intercompany transactions or agreements between a member of the SYNEX Group and a member of the Concentrix Group and (ii) any other transactions or arrangements in which both a member of the SYNEX Group and a member of the Concentrix Group received a financial benefit, either directly from the applicable transaction or arrangement or from the tax position taken with respect thereto.

“Deconsolidation” shall have the meaning provided in the Recitals.

“Deconsolidation Date” means the last date on which Concentrix qualifies as a member of the affiliated group (as defined in Section 1504 of the Code) of which SYNEX is the common parent.

“DGCL” means the Delaware General Corporation Law.

“Dispute” shall have the meaning set forth in Section 14 of this TMA.

“Distribution” shall mean the distribution by SYNEX of all the common stock of Concentrix pro rata to holders of SYNEX common stock.

“Distribution-Related Tax Contest” shall mean any Tax Contest in which the IRS, another Tax Authority or any other party asserts a position that could reasonably be expected to adversely affect the Tax-Free Status of the Contribution and Distribution.

“Employee Matters Agreement” means the Employee Matters Agreement, dated as of November 30, 2020, by and between SYNEX and Concentrix.

“Federal Income Tax” means any Tax imposed by Subtitle A of the Code, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“Federal Other Tax” means any Tax imposed by the federal government of the United States of America other than any Federal Income Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“Fifty-Percent or Greater Interest” shall have the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code.

“Filing Date” shall have the meaning set forth in Section 7.05(d) of this TMA.

“Final Determination” means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a Tax Period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form, communication, or process under the laws of a State, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form, communication, or process shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such Tax Period (as the case may be); (b) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or a comparable agreement under the laws of a State, local, or foreign taxing jurisdiction; (d) by any allowance of a refund or credit in respect of an overpayment of Income Tax or Other Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Income Tax or Other Tax; or (e) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the parties.

“Foreign Income Tax” means any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, which is an income tax as defined in Treasury Regulations Section 1.901-2, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“Foreign Other Tax” means any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, other than any Foreign Income Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“Former Concentrix Employee” shall have the meaning provided in the Employee Matters Agreement.

“Former SYNnex Employee” shall have the meaning provided in the Employee Matters Agreement.

“Gain Recognition Agreement” shall mean a gain recognition agreement as described in Section 1.367(a)-8 of the regulations promulgated under the Code, or any successor provision thereto.

“GILTI” means Global Intangible Low Tax Income as defined in Section 951A of the Code.

“GILTI Tax” shall mean the amount of Tax due under Section 951A of the Code on GILTI for any Tax Period (or portion thereof) ending on or prior to the Distribution Date.

“Group” means the SYNnex Group or the Concentrix Group, or both, as the context requires.

“High-Level Dispute” means any dispute or disagreement (a) relating to liability under Section 7.05 of this TMA or (b) in which the amount of liability in dispute exceeds \$100,000.

“Income Tax” means any Federal Income Tax, State Income Tax or Foreign Income Tax.

“Indemnitee” shall have the meaning set forth in Section 13.03 of this TMA.

“Indemnitor” shall have the meaning set forth in Section 13.03 of this TMA.

“IRS” means the United States Internal Revenue Service.

“Joint Return” shall mean any Return of a member of the SYNnex Group or the Concentrix Group that is not a Separate Return.

“Notified Action” shall have the meaning set forth in Section 7.04(a) of this TMA.

“Other Tax” means any Federal Other Tax, State Other Tax, or Foreign Other Tax.

“Parties” and **“Party”** shall have the meaning provided in the first sentence of this TMA.

“Payment Date” means (i) with respect to any SYNnex Federal Consolidated Income Tax Return, the due date for any required installment of estimated taxes determined under Section 6655 of the Code, the due date (determined without regard to extensions) for filing the return determined under Section 6072 of the Code, and the date the return is filed, and (ii) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law.

“Payor” shall have the meaning set forth in Section 5.02(a) of this TMA.

“Person” means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or a governmental entity or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. Federal Income Tax purposes.

“Post-Deconsolidation Period” means any Tax Period beginning after the Deconsolidation Date, and, in the case of any Straddle Period, the portion of such Straddle Period beginning the day after the Deconsolidation Date.

“Pre-Deconsolidation Period” means any Tax Period ending on or before the Deconsolidation Date, and, in the case of any Straddle Period, the portion of such Straddle Period ending on the Deconsolidation Date.

“Privilege” means any privilege that may be asserted under applicable law, including, any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

“Proposed Acquisition Transaction” means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by Concentrix management or shareholders, is a hostile acquisition, or otherwise, as a result of which Concentrix would merge or consolidate with any other Person or as a result of which any Person or Persons would (directly or indirectly) acquire, or have the right to acquire, from Concentrix and/or one or more holders of outstanding shares of Concentrix Capital Stock, a number of shares of Concentrix Capital Stock that would, when combined with any other changes in ownership of Concentrix Capital Stock pertinent for purposes of Section 355(e) of the Code, comprise 40% or more of (A) the value of all outstanding shares of stock of Concentrix as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (B) the total combined voting power of all outstanding shares of voting stock of Concentrix as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (A) the adoption by Concentrix of a shareholder rights plan or (B) issuances by Concentrix that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person’s performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated into this definition and its interpretation.

“Recipient” means, with respect to the transfers occurring pursuant to the Transactions, the Party receiving assets (whether goods or services) and/or liabilities.

“Representation Letters” means the representation letters and any other materials delivered by, or on behalf of, SYNEX, Concentrix or others to a Tax Advisor in connection with the issuance by such Tax Advisor of a Tax Opinion.

“Required Party” shall have the meaning set forth in Section 5.02(a) of this TMA.

“Responsible Party” means, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return under this TMA.

“Restriction Period” shall mean the period beginning on the date hereof and ending on (and including) the two-year anniversary of the Distribution Date.

“Retention Date” shall have the meaning set forth in Section 9.01 of this TMA.

“Section 336(e) Election” has the meaning set forth in Section 7.06.

“Section 7.02(e) Acquisition Transaction” means any transaction or series of transactions by one or more related persons (including the effect of any Concentrix stock buyback plan) that is not a Proposed Acquisition Transaction, but would be a Proposed Acquisition Transaction if the percentage reflected in the definition of Proposed Acquisition Transaction were 20% instead of 40%, in the first instance, and 15% instead of 40%, reflecting a cumulative percentage of 35% in the second instance. For the avoidance of doubt, if any transaction or series of transactions results in a cumulative change of 40%, such transaction or series of transactions constitutes a Proposed Acquisition Transaction.

“Separate Return” means (a) in the case of any Tax Return of any member of the Concentrix Group (including any consolidated, combined or unitary return), any such Tax Return that does not include any member of the SYNEX Group and (b) in the case of any Tax Return of any member of the SYNEX Group (including any consolidated, combined or unitary return), any such Tax Return that does not include any member of the Concentrix Group.

“Separation and Distribution Agreement” shall have the meaning set forth in the recitals of this Agreement.

“State Income Tax” means any Tax imposed by any State of the United States or by any political subdivision of any such State or the District of Columbia, which is imposed on or measured by net income, including state and local franchise or similar Taxes measured by net income, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“State Other Tax” means any Tax imposed by any State of the United States or by any political subdivision of any such State or the District of Columbia, other than any State Income Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“Straddle Period” means any Tax Period that begins on or before and ends after the Deconsolidation Date.

“SYNEX” shall have the meaning provided in the first sentence of this TMA.

“SYNEX Affiliated Group” shall have the meaning provided in the definition of “SYNEX Federal Consolidated Income Tax Return.”

“SYNNEX Employee” shall have the meaning provided in the Employee Matters Agreement.

“SYNNEX Federal Consolidated Income Tax Return” means any U.S. federal income Tax Return for the affiliated group (as that term is defined in Section 1504 of the Code and the regulations thereunder) of which SYNNEX is the common parent (the **“SYNNEX Affiliated Group”**).

“SYNNEX Foreign Combined Income Tax Return” means a consolidated, combined or unitary or other similar Foreign Income Tax Return or any Foreign Income Tax Return with respect to any profit and/or loss sharing group, group payment or similar group or fiscal unity that actually includes, by election or otherwise, one or more members of the SYNNEX Group together with one or more members of the Concentrix Group.

“SYNNEX Group” means SYNNEX and its Affiliates, excluding any entity that is a member of the Concentrix Group; provided, however, that any active trade or business of SYNNEX shall be considered part of the SYNNEX Group even if such active or business is owned by Concentrix or an Affiliate of Concentrix immediately after the Distribution.

“SYNNEX State Combined Income Tax Return” means a consolidated, combined or unitary or other similar State Income Tax Return that actually includes, by election or otherwise, one or more members of the SYNNEX Group together with one or more members of the Concentrix Group.

“Tax” or **“Taxes”** means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, property, ad valorem, stamp, excise, severance, occupation, service, sales, transaction, use, license, lease, transfer, import, export, value added, alternative minimum, estimated or other similar tax (including any fee, assessment, duty, or other charge in the nature of or in lieu of any tax) imposed by any governmental entity or political subdivision thereof, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing; provided, however, that the reference to interest, penalties, additions or additional amounts shall include only such amounts that are added in a Final Determination or settlement of a Tax Context and shall not include such amounts that are related to a non-filing or error in process, such as a civil penalty. For the avoidance of doubt, **“Tax”** or **“Taxes”** excludes withholding on behalf of employees on payroll, any insurance, levy, fee or similar measured against payroll or employee headcount and applied as a charge collected from an employer.

“Tax Advisor” means a tax counsel or accountant of recognized national standing in the applicable jurisdiction.

“Tax Allocation Agreement” means the Tax Sharing Agreement, dated November 30, 2016, by and among SYNNEX, Concentrix and certain of their Affiliates.

“Tax Attribute” or **“Attribute”** shall mean a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, general business credit or any other Tax Item that could reduce a Tax.

“**Tax Authority**” means, with respect to any Tax, the governmental entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

“**Tax Benefit**” means any loss, deduction, refund, credit, or other item reducing Taxes otherwise payable.

“**Tax Contest**” means an audit, review, examination, or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

“**Tax-Free Status**” means, with respect to the Contribution and Distribution, taken together, the qualification thereof (a) as a transaction described in Sections 355 and 368(a)(1)(D) of the Code, (b) as a transaction in which the stock distributed thereby is “qualified property” for purposes of Sections 355(c)(2) and 361(c)(2) of the Code and (c) as a transaction in which SYNNEC, Concentrix and the members of their respective Groups recognize no income or gain for U.S. federal income tax purposes pursuant to Sections 355, 361 and 1032 of the Code, other than intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code.

“**Tax Item**” means, with respect to any Income Tax, any item of income, gain, loss, deduction, or credit.

“**Tax Law**” means the law of any governmental entity or political subdivision thereof relating to any Tax.

“**Tax Opinion**” means each opinion of a Tax Advisor delivered to SYNNEC in connection with and regarding the Federal Income Tax treatment of the Contribution and the Distribution.

“**Tax Period**” means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

“**Tax Records**” means any Tax Returns, Tax Return workpapers, documentation relating to any Tax Contests, and any other books of account or records (whether or not in written, electronic or other tangible or intangible forms and whether or not stored on electronic or any other medium) required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority.

“**Tax-Related Losses**” means (i) all federal, state, local and foreign Taxes (including interest and penalties thereon) imposed pursuant to any settlement, Final Determination, judgment or otherwise; (ii) all reasonable accounting, legal and other professional fees, and court costs incurred in connection with such Taxes; and (iii) all reasonable costs and expenses and any damages associated with stockholder litigation or controversies and any amount required to be paid by SYNNEC (or any SYNNEC Affiliate) or Concentrix (or any Concentrix Affiliate) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Tax Authority, in each case, resulting from the failure of the Contribution to have Tax-Free

Status; provided, that amounts shall be treated as having been required to be paid for purposes of clause (iii) of this definition to the extent they are paid in a good faith compromise of an asserted claim.

“**Tax Return**” or “**Return**” means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document filed or required to be filed under the Code or other Tax Law, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

“**TMA**” shall mean this Tax Matters Agreement.

“**Transactions**” means the Contribution, the Distribution and the other transactions contemplated by the Separation and Distribution Agreement.

“**Transferor**” means, with respect to the transfers occurring pursuant to the Transactions, the Party transferring assets and/or liabilities.

“**Transfer Taxes**” has the meaning set forth in Section 2.03(a).

“**Treasury Regulations**” means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

“**Unqualified Tax Opinion**” means an unqualified opinion of a Tax Advisor on which SYNEX may rely to the effect that (i) a transaction will not affect the Tax-Free Status of the Contribution and the Distribution and (ii) will not adversely affect any of the conclusions set forth in any Tax Opinion regarding the Tax-Free Status of the Contribution and the Distribution; provided, that any tax opinion obtained in connection with a proposed acquisition of Concentrix Capital Stock entered into during the Restriction Period shall not qualify as an Unqualified Tax Opinion unless such tax opinion concludes that such proposed acquisition will not be treated as “part of a plan (or series of related transactions),” within the meaning of Section 355(e) of the Code and the Treasury Regulations promulgated thereunder, that includes the Distribution. Any such opinion must assume that the Contribution and Distribution would have qualified for Tax-Free Status if the transaction in question did not occur.

Section 2. Allocation of Tax Liabilities.

Section 2.01 General Rule.

(a) *SYNEX Liability.* SYNEX shall be liable for, and shall indemnify and hold harmless the Concentrix Group from and against any liability for, Taxes which are allocated to SYNEX under this Section 2.

(b) *Concentrix Liability.* Concentrix shall be liable for, and shall indemnify and hold harmless the SYNEX Group from and against any liability for, Taxes which are allocated to Concentrix under this Section 2.

Section 2.02 Allocation of Taxes. Except as otherwise provided in Sections 2.02(b) 2.02(c), or 2.03, Taxes shall be allocated as follows:

(a) *Allocation of Tax.* SYNEX shall be responsible for any and all Taxes due with respect to or required to be reported on any Tax Return with respect to any Tax Period (or portion thereof) ending on or prior to the Distribution Date (including any increase in such Tax as a result of a Final Determination); provided, however that:

(i) Concentrix shall be responsible for any Taxes that are Concentrix Retained Taxes (including any increase in such Tax as a result of a Final Determination);

(ii) Concentrix shall be responsible for any GILTI Tax, net of applicable GILTI U.S. foreign tax credits allowed by Sections 901 to 909 of the Code, allocated to Concentrix pursuant to the calculation methodology described in Schedule 1 to this TMA (which shall include an allocation of certain foreign tax credits), with respect to any Tax Period (or portion thereof) ending on or prior to the Distribution Date (including any increase in such GILTI Tax as a result of a Final Determination); and

(iii) Concentrix shall be responsible for its Allocable Share of any Tax with respect to any Tax Period (or portion thereof) ending on or prior to the Distribution Date (including any increase in such Tax as a result of a Final Determination) in the event such Tax is imposed with respect to a Cross-Segment Matter.

(b) *Certain Post-Distribution Matters.* SYNEX and Concentrix shall allocate any Tax liability for any and all Federal Income Taxes resulting from Section 965 of the Code (including any increase in such Tax liability as a result of a Final Determination) in accordance with the methodology described in Schedule 2 to this TMA, which shall be consistent with the method of allocation used by SYNEX and Concentrix with respect to tax periods ending on or prior to the Distribution Date.

(c) *Allocation of Certain GILTI Taxes.* Except to the extent otherwise provided in Section 2.02(b), and notwithstanding anything to the contrary in the Tax Allocation Agreement, Federal Income Taxes due with respect to any tax liability for GILTI required to be included in income by the Concentrix Group under Section 951A of the Code with respect to any Straddle Period of any CFC that is a member of the Concentrix Group shall be allocated between the Pre-Deconsolidation Period and the Post-Deconsolidation Period based on a hypothetical “closing of the books” at the end of the Distribution Date; SYNEX and Concentrix shall allocate tax liability for any GILTI Tax allocated to the Pre-Deconsolidation Period between SYNEX and Concentrix pursuant to the calculation methodology described in Schedule 1 to this Agreement (which shall include an allocation of certain foreign tax credits).

Section 2.03 *Certain Transfer and Other Taxes.*

(a) *Transfer Taxes.*

(i) All charges for goods or services in respect of the transfers occurring pursuant to the Transactions, and related transaction costs, shall be exclusive of any value added, goods and services, sales, use, consumption, excise, service, transfer, stamp, documentary, filing, recordation taxes or similar taxes (“**Transfer Taxes**”). Without limiting any provision of this TMA, the Recipient shall be responsible for all Transfer Taxes imposed on or assessed with respect to the provision of goods or services by the Transferor. The Transferor shall issue proper invoices usable by the Recipient to recover (by way of credit or refund) Transfer Taxes in jurisdictions where they are recoverable or, where such Transfer Taxes are not recoverable, are otherwise deductible from taxable income as an expense. The Transferor and the Recipient shall cooperate to minimize any Transfer Taxes and in obtaining any refund, return, or rebate, or applying an exemption or zero-rating for goods or services giving rise to any Transfer Taxes, or, if the Parties are unable to obtain a refund, return or rebate or apply an exemption or zero-rating, securing a deduction from Income Tax as an expense. In each case, such cooperation shall include filing any exemption or other similar forms or providing valid tax identification numbers or other relevant registration numbers, certificates, or other documents. The Recipient and the Transferor shall cooperate regarding any requests for information, audits, or similar requests by any Tax Authority concerning Transfer Taxes payable with respect to the transfers occurring pursuant to the Transactions. For the avoidance of doubt, the provisions of this Section 2.03(a) shall apply to any stamp duty or other Transfer Taxes imposed on or assessed with respect to the transfer of the Transferred Entities, whether such Transfer Taxes are imposed or assessed prior to or following the Effective Time.

(ii) The Recipient shall be entitled to deduct and withhold Tax required by applicable law to be withheld on payments made to the Transferor pursuant to the Transactions. To the extent any amounts are so withheld, the Recipient shall timely remit such deducted and withheld amounts to the relevant Tax Authority and promptly provide the Transferor with evidence of such payment. The Transferor agrees to complete and provide to the Recipient or, if required, to the relevant Tax Authority, at least fifteen (15) days prior to the payment due date, such forms, certifications, or other documents as may be reasonably requested by the Recipient, in order to reduce or exempt the withholding of any Tax with respect to payments made to the Transferor when and where applicable by Law. The Recipient and the Transferor shall cooperate regarding any requests for information, audits, or similar requests by any Tax Authority concerning the withholding of any Tax payable with respect to the Transactions.

(iii) Any penalties or interest imposed on any Transfer Taxes described in Section 2.03(a)(i) or Tax described in Section 2.03(a)(ii) shall be the responsibility of the Recipient unless such penalties or interest are the result of an action or failure to act by the Transferor; provided, however, the Recipient shall use commercially reasonable

efforts to minimize the amount of such penalties or interest, which may include paying such penalties or interest prior to the resolution of a Dispute with respect to the responsible Party for such amounts. The amounts for which the Recipient or Transferor is liable pursuant to this Section 2.03(a) shall include all reasonable accounting, legal and other professional fees, and court costs incurred in connection with the relevant Taxes.

(b) *Concentrix Liability.* Concentrix shall be liable for, and shall indemnify and hold harmless the SYNnex Group from and against any liability for:

(i) any Tax resulting from a breach by Concentrix of any representation or covenant in this TMA, the Separation and Distribution Agreement or any Ancillary Agreement; and

(ii) any Tax-Related Losses for which Concentrix is responsible pursuant to Section 7.05 of this TMA.

The amounts for which Concentrix is liable pursuant to Section 2.03(b)(i) shall include all accounting, legal and other professional fees, and court costs incurred in connection with the relevant Taxes.

(c) *SYNNEX Liability.* SYNnex shall be liable for, and shall indemnify and hold harmless the Concentrix Group from and against any liability for:

(i) any Tax resulting from a breach by SYNnex of any representation or covenant in this TMA, the Separation and Distribution Agreement or any Ancillary Agreement; and

(ii) any Tax-Related Losses for which SYNnex is responsible pursuant to Section 7.05 of this TMA.

The amounts for which SYNnex is liable pursuant to Section 2.03(c)(i) shall include all accounting, legal and other professional fees, and court costs incurred in connection with the relevant Taxes.

Section 2.04 Disputes. Any Disputes between the Parties with respect to whether a Tax is a Concentrix Retained Tax, whether a matter is a Cross-Segment Matter, or any other matter with respect to the allocation of Taxes under Sections 2.02 or 2.03 of this TMA shall be resolved in accordance with the procedures set forth in Section 14 of this TMA.

Section 3. Proration of Taxes for Straddle Periods.

(a) *General Method of Proration.* In the case of any Straddle Period, Tax Items shall be apportioned between Pre-Deconsolidation Periods and Post-Deconsolidation Periods in accordance with the principles of Treasury Regulations Section 1.1502-76(b) as reasonably interpreted and applied by the Parties. With respect to the SYNnex Federal Consolidated Income Tax Return for the taxable year that includes the Distribution, no election

shall be made under Treasury Regulation Section 1.1502-76(b)(2)(ii). If the Deconsolidation Date is not an Accounting Cutoff Date, the provisions of Treasury Regulation Section 1.1502-76(b)(2)(iii) will be applied to ratably allocate the items (other than extraordinary items) for the month which includes the Deconsolidation Date.

(b) *Transactions Treated as Extraordinary Item.* In determining the apportionment of Tax Items between Pre-Deconsolidation Periods and Post-Deconsolidation Periods, any Tax Items relating to the Transactions shall be treated as extraordinary items described in Treasury Regulation Section 1.1502-76(b)(2)(ii)(C) and shall (to the extent occurring on or prior to the Deconsolidation Date) be allocated to Pre-Deconsolidation Periods, and any Taxes related to such items shall be treated under Treasury Regulations Section 1.1502-76(b)(2)(iv) as relating to such extraordinary item and shall (to the extent occurring on or prior to the Deconsolidation Date) be allocated to Pre-Deconsolidation Periods.

Section 4. Preparation and Filing of Tax Returns.

Section 4.01 General. Except as otherwise provided in this Section 4, Tax Returns shall be prepared and filed when due (taking into account extensions) by the Person obligated to file such Tax Returns under the Code or applicable Tax Law. The Parties shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Section 8 with respect to the preparation and filing of Tax Returns, including by providing information required to be provided pursuant to Section 8.

Section 4.02 Tax Accounting Practices.

(a) *General Rule.* Except as otherwise provided in Section 4.02(b), each of SYNEX and Concentrix shall prepare any Tax Return which it has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 4.01, in accordance with reasonable Tax accounting practices selected by such Party.

(b) *Reporting of Transactions.* Except to the extent otherwise required by applicable law or as a result of a Final Determination, neither SYNEX nor Concentrix shall, and shall not permit or cause any member of its respective Group to, (A) take any position that is either inconsistent with the treatment of the Contribution and Distribution, taken together, as having Tax-Free Status (or analogous status under state or local law) or, (B) absent review and written consent from the other Party or as otherwise required by applicable law, take any position with respect to an item of income, deduction, gain, loss, or credit on a Tax Return, or otherwise treat such item in a manner which is inconsistent with the manner such item is reported on a Tax Return with respect to a Pre-Deconsolidation Period, if such other Party is or would reasonably be expected to be liable, in whole or in part, for any related increase in Tax liability resulting from a Final Determination (including, without limitation, the claiming of a deduction previously claimed on any such Tax Return or a change in transfer pricing methodology which is different from what was utilized by SYNEX and Concentrix prior to the Distribution).

Section 4.03 Consolidated or Combined Tax Returns. Concentrix will elect and join, and will cause its respective Affiliates to elect and join, in filing any SYNEX State Combined

Income Tax Returns, SYNEX Foreign Combined Income Tax Returns and any other Joint Returns that SYNEX reasonably determines are required to be filed (or that SYNEX chooses to file) by the Parties or any of their Affiliates for Tax Periods ending on, before or after the Deconsolidation Date. With respect to any Concentrix Separate Returns relating to any Tax Period (or portion thereof) ending on or prior to the Distribution Date, Concentrix will elect and join, and will cause its respective Affiliates to elect and join, in filing consolidated, unitary, combined, or other similar joint Tax Returns, to the extent each entity is eligible to join in such Tax Returns, if SYNEX reasonably determines that the filing of such Tax Returns is consistent with past reporting practices, or, in the absence of applicable past practices, will result in the minimization of the net present value of the aggregate Tax to the entities eligible to join in such Tax Returns.

Section 4.04 Right to Review Tax Returns.

(a) *General.* The Responsible Party with respect to any material Tax Return shall make such Tax Return (or the relevant portions thereof), related workpapers and other supporting documents available for review by the other Party, to the extent (i) such Tax Return relates to Taxes for which such other Party is or would reasonably be expected to be liable, (ii) such other Party is or would reasonably be expected to be liable in whole or in part for any additional Taxes owing as a result of adjustments to the amount of Taxes reported on such Tax Return, (iii) such Tax Return relates to Taxes for which the other party would reasonably be expected to have a claim for Tax Benefits under this TMA, or (iv) reasonably necessary for the other party to confirm compliance with the terms of this TMA. The Responsible Party shall use reasonable efforts to make such Tax Return, workpapers and other supporting documents available for review as required under this paragraph promptly once such Tax Return is materially complete, but in any event no later than three (3) weeks in advance of the due date for filing of such Tax Return, such that the other party has a meaningful opportunity to review and comment on such Tax Return, and shall use reasonable efforts to have such Tax Return modified before filing, taking into account the person responsible for payment of the Tax (if any) reported on such Tax Return. The Parties shall attempt in good faith to resolve any disagreement arising out of the review of such Tax Return and, failing such resolution, any disagreement shall be resolved in accordance with the dispute resolution provisions of Section 14 as promptly as practicable.

(b) *Execution of Returns Prepared by Other Party.* In the case of any Tax Return which is required to be prepared and filed by one Party under this TMA and which is required by law to be signed by the other Party (or by its authorized representative), if the Party which is legally required to sign such Tax Return objects to signing the Tax Return, the matter shall be resolved in accordance with the dispute resolution provisions of Section 14 as promptly as practicable.

Section 4.05 Concentrix Carryback Items and Claims for Refund. Concentrix hereby agrees that, unless SYNEX consents in writing (which consent shall not be unreasonably withheld), (i) no Adjustment Request with respect to any Tax Return with respect to which SYNEX is the Responsible Party (including any Joint Return) or any other Tax Return

reflecting Taxes for which SYNnex is responsible under Section 2 shall be filed, and (ii) any available elections to waive the right to claim in any Pre-Deconsolidation Period with respect to any Tax Return with respect to which SYNnex is the Responsible Party (including any Joint Return) or any Tax Return reflecting both Taxes for which SYNnex is responsible under Section 2 and Taxes for which Concentrix is responsible under Section 2 any Concentrix Carryback Item arising in a Post-Deconsolidation Period shall be made, and no affirmative election shall be made to claim any such Concentrix Carryback Item; *provided, however*, that the parties agree that any such Adjustment Request shall be made with respect to any Concentrix Carryback Item related to Federal or State Income Taxes, upon the reasonable request of Concentrix, if such Concentrix Carryback Item is necessary to prevent the loss of the Federal and/or State Income Tax Benefit of such Concentrix Carryback Item (including, but not limited to, an Adjustment Request with respect to a Concentrix Carryback Item of a federal or State capital loss arising in a Post-Deconsolidation Period to a Pre-Deconsolidation Period) and such Adjustment Request, based on SYNnex's sole, reasonable determination, will cause no Tax detriment to SYNnex, the SYNnex Group or any member of the SYNnex Group. Any Adjustment Request which SYNnex consents to make under this Section 4.05 shall be prepared and filed by the Responsible Party for the Tax Return to be adjusted; *provided, however*, that, prior to the filing of any such Adjustment Request, the other Party shall have the right to review such Adjustment Request together with any related workpapers and other supporting documentation.

Section 4.06 Apportionment of Earnings and Profits and Tax Attributes.

(a) If the SYNnex Affiliated Group has a Tax Attribute, the portion, if any, of such Tax Attribute apportioned to Concentrix or the members of the Concentrix Group and treated as a carryover to the first Post-Deconsolidation Period of Concentrix (or such member) shall be determined by SYNnex in accordance with Treasury Regulations Sections 1.1502-21, 1.1502-21T, 1.1502-22, 1.1502-79 and, if applicable, 1.1502-79A.

(b) No Tax Attribute with respect to consolidated Federal Income Tax of the SYNnex Affiliated Group, other than those described in Section 4.06(a), and no Tax Attribute with respect to consolidated, combined or unitary state, local, or foreign Income Tax, in each case, arising in respect of a Joint Return shall be apportioned to Concentrix or any member of the Concentrix Group, except as SYNnex (or such member of the SYNnex Group as SYNnex shall designate) determines is otherwise required under applicable law.

(c) SYNnex (or its designee) shall determine the portion, if any, of any Tax Attribute which must (absent a Final Determination to the contrary) be apportioned to Concentrix or any member of the Concentrix Group in accordance with this Section 4.06 and applicable law and the amount of tax basis, earnings and profits, and tax pools to be apportioned to Concentrix or any member of the Concentrix Group in accordance with this Section 4.06 and applicable law, and shall provide written supporting documentation of the calculation thereof to Concentrix as soon as reasonably practicable after the information necessary to make such calculation becomes available to SYNnex. For the absence of doubt, SYNnex shall not be liable to Concentrix or

any member of the Concentrix Group for any failure of any determination under this Section 4.06 to be accurate under applicable law.

(d) The written documentation delivered by SYNnex pursuant to Section 4.06(c) shall be binding on Concentrix and each member of the Concentrix Group and shall not be subject to dispute resolution. Except to the extent otherwise required by applicable law or pursuant to a Final Determination, Concentrix shall not take any position (whether on a Tax Return or otherwise) that is inconsistent with the information contained in such written documentation.

Section 5. Tax Payments.

Section 5.01 Payment of Taxes. In the case of any Tax Return reflecting both Taxes for which SYNnex is responsible under Section 2 and Taxes for which Concentrix is responsible under Section 2:

(a) *Computation and Payment of Tax Due.* With respect to any such Tax Return, the Responsible Party shall pay any Tax required to be paid to the applicable Tax Authority on or before the relevant Payment Date (and provide notice and proof of payment to the other Party).

(b) *Computation and Payment of Liability with Respect to Tax Due.* Within 45 days following the earlier of (i) the due date (taking into account extensions) for filing any such Tax Return (excluding any Tax Return with respect to payment of estimated Taxes or Taxes due with a request for extension of time to file) or (ii) the date on which such Tax Return is filed, if SYNnex is the Responsible Party, then Concentrix shall pay to SYNnex the amount, if any, allocable to the Concentrix Group under the provisions of Section 2, and if Concentrix is the Responsible Party, then SYNnex shall pay to Concentrix the amount allocable to the SYNnex Group under the provisions of Section 2, in each case, plus interest computed at the Prime Rate on the amount of the payment based on the number of days from the earlier of (i) the due date of the Tax Return (including extensions) or (ii) the date on which such Tax Return is filed, to the date of payment.

(c) *Adjustments Resulting in Underpayments.* In the case of any adjustment pursuant to a Final Determination with respect to any such Tax Return, the Responsible Party shall pay to the applicable Tax Authority when due any additional Tax due with respect to such Return required to be paid as a result of such adjustment pursuant to a Final Determination. The Responsible Party shall compute the amount attributable to the Concentrix Group in accordance with Section 2 and Concentrix shall pay to SYNnex any amount due SYNnex (or SYNnex shall pay Concentrix any amount due Concentrix) under Section 2 within 45 days from the later of (i) the date the additional Tax was paid by the Responsible Party or (ii) the date of receipt of a written notice and demand from the Responsible Party for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Any payments required under this Section 5.02(c) shall include interest computed at the Prime Rate based on the number of days from the

date the additional Tax was paid by the Responsible Party to the date of the payment under this Section 5.01(c).

(d) Notwithstanding anything to the contrary herein, if the amount to be paid pursuant to Section 5.01(b) or (c) (in each case, excluding interest) is in excess of \$100,000, then, no later than the later of (i) five Business Days after the date of receipt of a written notice and demand from the Responsible Party for payment of the amount due, sent by Federal Express or the equivalent with tracking receipt, accompanied by a statement detailing the Taxes required to be paid and (ii) three Business Days prior to the due date for the payment of such Tax, Concentrix shall pay to SYNnex any amount due SYNnex (or SYNnex shall pay Concentrix any amount due Concentrix) under Section 2.

Section 5.02 Indemnification Payments.

(a) If any Party (the “**Payor**”) is required under applicable Tax Law to pay to a Tax Authority a Tax that another Party (the “**Required Party**”) is liable for under this TMA, the Required Party shall reimburse the Payor within 45 days of delivery by the Payor to the Required Party of an invoice for the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. The reimbursement shall include interest on the Tax payment computed at the Prime Rate based on the number of days from the date of the payment to the Tax Authority to the date of reimbursement under this Section 5.02. Notwithstanding anything to the contrary herein, if the amount to be paid pursuant to this Section 5.02 excluding interest is in excess of \$100,000, then, no later than the later of (i) five Business Days after delivery by the Payor to the Required Party of an invoice for the amount due, sent by Federal Express or the equivalent with tracking receipt, accompanied by a statement detailing the Taxes required to be paid and describing in reasonable detail the particulars relating thereto, and (ii) three Business Days prior to the due date for the payment of such Tax, the Required Party shall pay the Payor.

(b) All indemnification payments under this TMA shall be made by SYNnex directly to Concentrix and by Concentrix directly to SYNnex; provided, however, that if the Parties mutually agree with respect to any such indemnification payment, any member of the SYNnex Group, on the one hand, may make such indemnification payment to any member of the Concentrix Group, on the other hand, and vice versa.

Section 5.03 Taxes Due Prior to the Effective Time. Prior to the Effective Time, each Party shall pay to the other Party any Taxes or other amounts payable to such other Party hereunder if such amounts are known prior to the Effective Time.

Section 6. Tax Benefits.

Section 6.01 Tax Benefits.

(a) Except as set forth below, SYNnex shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Income Taxes and Other Taxes (or the applicable portion thereof) for which SYNnex is liable hereunder, Concentrix

shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Income Taxes and Other Taxes (or the applicable portion thereof) for which Concentrix is liable hereunder, and a Party receiving a refund to which another Party is entitled hereunder in whole or in part shall pay over such refund (or portion thereof) to such other Party within 45 days after such refund is received (together with interest computed at the Prime Rate based on the number of days from the date the refund was received to the date the refund was paid over).

(b) If (i) a member of the Concentrix Group actually realizes in cash any Tax Benefit as a result of (A) an adjustment pursuant to a Final Determination or reporting required by Section 4.02(b) or (c) that increases Taxes for which a member of the SYNEX Group is liable hereunder (or reduces any Tax Attribute of a member of the SYNEX Group), or (B) any income inclusion by the Concentrix Group with respect to which SYNEX is responsible for Taxes pursuant to Section 2.02(b) or (c), and, in each case, such Tax Benefit would not have arisen but for such adjustment, reporting or income inclusion (determined on a “with and without” basis), or (ii) if a member of the SYNEX Group actually realizes in cash any Tax Benefit as a result of an adjustment pursuant to a Final Determination or reporting required by Section 4.02(b) or (c) that increases Taxes for which a member of the Concentrix Group is liable hereunder (or reduces any Tax Attribute of a member of the Concentrix Group) and such Tax Benefit would not have arisen but for such adjustment or reporting (determined on a “with and without” basis), Concentrix or SYNEX, as the case may be, shall make a payment to either SYNEX or Concentrix, as appropriate, within 45 days following such actual realization of the Tax Benefit, in an amount equal to such Tax Benefit actually realized in cash (including any Tax Benefit actually realized as a result of the payment), plus interest on such amount computed at the Prime Rate based on the number of days from the date of such actual realization of the Tax Benefit to the date of payment of such amount under this Section 6.01(b).

(c) No later than 45 days after a Tax Benefit described in Section 6.01(b) is actually realized in cash by a member of the SYNEX Group or a member of the Concentrix Group, SYNEX (if a member of the SYNEX Group actually realizes such Tax Benefit) or Concentrix (if a member of the Concentrix Group actually realizes such Tax Benefit) shall provide the other Party with a written calculation of the amount payable to such other Party by SYNEX or Concentrix pursuant to this Section 6. In the event that SYNEX or Concentrix disagrees with any such calculation described in this Section 6.01(c), SYNEX or Concentrix shall so notify the other Party in writing within 45 days of receiving the written calculation set forth above in this Section 6.01(c). SYNEX and Concentrix shall endeavor in good faith to resolve such disagreement, and, failing that, the amount payable under this Section 6 shall be determined in accordance with the dispute resolution provisions of Section 14 as promptly as practicable.

(d) Concentrix shall be entitled to any refund that is attributable to, and would not have arisen but for, a Concentrix Carryback Item pursuant to the proviso set forth in Section 4.05; provided, however, Concentrix shall indemnify and hold the members of the SYNEX Group harmless from and against any and all collateral Tax consequences resulting from or caused by any such Carryback, including (but not limited to) the loss or postponement of any

benefit from the use of Tax Attributes generated by a member of the SYNEX Group or an Affiliate thereof if (x) such Tax Attributes expire unutilized, but would have been utilized but for such Carryback, or (y) the use of such Tax Attributes is postponed to a later Tax Period than the Tax Period in which such Tax Attributes would have been utilized but for such Carryback. Any such payment of such refund made by SYNEX to Concentrix pursuant to this Section 6.01(d) shall be recalculated in light of any Final Determination (or any other facts that may arise or come to light after such payment is made, such as a carryback of an SYNEX Group Tax Attribute to a Tax Period in respect of which such refund is received) that would affect the amount to which Concentrix is entitled, and an appropriate adjusting payment shall be made by Concentrix to SYNEX such that the aggregate amount paid pursuant to this Section 6.01(d) equals such recalculated amount (with interest computed at the Prime Rate).

Section 6.02 SYNEX and Concentrix Income Tax Deductions in Respect of Certain Equity Awards and Incentive Compensation.

(a) *Allocation of Deductions.* To the extent permitted by applicable law, Income Tax deductions arising by reason of exercises of options to acquire SYNEX or Concentrix stock, vesting of “restricted” SYNEX stock or Concentrix stock, or settlement of restricted stock awards, restricted stock units, performance-based restricted stock units, performance share units, or deferred stock units, in each case, following the Distribution, with respect to SYNEX stock or Concentrix stock (such options, restricted stock, restricted stock units, performance share units, and deferred stock units, collectively, “**Compensatory Equity Interests**”) held by any Person shall be claimed (i) in the case of an SYNEX Group Employee or Former SYNEX Group Employee, solely by the SYNEX Group, and (ii) in the case of a Concentrix Group Employee or Former Concentrix Group Employee, solely by the Concentrix Group. To the extent permitted by applicable law, Income Tax deductions with respect to shares issued under the SYNEX Equity Plan or the Concentrix Equity Plan (each as defined in the Employee Matters Agreement) shall be claimed (i) in the case of SYNEX shares issued (or Concentrix shares received in respect of SYNEX shares issued) under the SYNEX Equity Plan, solely by the SYNEX Group, and (ii) in the case of Concentrix shares issued under the Concentrix Equity Plan, solely by the Concentrix Group.

(b) *Withholding and Reporting.* Tax reporting and withholding with respect to Compensatory Equity Interests shall be governed by Section 5.8 of the Employee Matters Agreement. The party that is entitled to claim the Tax deductions described in Section 6.02(a) with respect to shares issued under the SYNEX Equity Plan or Concentrix Equity Plan shall be responsible for all applicable Taxes (including, but not limited to, withholding and excise taxes)

and shall satisfy, or shall cause to be satisfied, all applicable Tax reporting obligations with respect thereto.

Section 7. Tax-Free Status.

Section 7.01 Representations.

(a) Each of SYNEX and Concentrix hereby represents and warrants that (A) it has reviewed the Representation Letters and (B) subject to any qualifications therein, all information, representations and covenants contained in such Representation Letters that relate to such Party or any member of its Group are true, correct and complete.

(b) Concentrix hereby represents and warrants that it has no plan or intention of taking any action, or failing to take any action (or causing or permitting any member of its Group to take or fail to take any action), in each case, from and after the Distribution Date that could reasonably be expected to cause any representation or factual statement made in this TMA, the Separation and Distribution Agreement, the Representation Letters or any of the Ancillary Agreements to be untrue.

(c) Concentrix hereby represents and warrants that, during the two-year period ending on the Distribution Date, there was no “agreement, understanding, arrangement, substantial negotiations or discussions” (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers or directors of any member of the Concentrix Group or by any other person or persons with the implicit or explicit permission of one or more of such officers or directors regarding an acquisition of all or a significant portion of the Concentrix Capital Stock (or any predecessor); provided, however, that no representation is made regarding any such “agreement, understanding, arrangement, substantial negotiations or discussions” (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers, directors, or controlling shareholders of any member of the SYNEX Group (or another person with the implicit or explicit permission of one or more of such persons).

Section 7.02 Restrictions on Concentrix.

(a) Concentrix agrees that it will not take or fail to take, or cause or permit any Concentrix Affiliate to take or fail to take, any action where such action or failure to act would be inconsistent with or cause to be untrue any material information, covenant or representation in this TMA, the Separation and Distribution Agreement, any of the Ancillary Agreements or any Representation Letter. Concentrix agrees that it will not take or fail to take, or permit any Concentrix Affiliate to take or fail to take, any action which prevents or could reasonably be expected to prevent Tax-Free Status.

(b) Gain Recognition Agreements. Concentrix shall not (i) take any action (including, but not limited to, the sale or disposition of any stock, securities, or other assets), (ii) permit any member of the Concentrix Group to take any such action, (iii) fail to take any action, or (iv) permit any member of the Concentrix Group to fail to take any action, in each case that would cause SYNEX or any member of the SYNEX Group to recognize gain under any Gain

Recognition Agreement. In addition, Concentrix shall file, and shall cause any member of the Concentrix Group to file, any Gain Recognition Agreement reasonably requested by SYNEX which Gain Recognition Agreement is determined by SYNEX to be necessary so as to (i) allow for or preserve the tax-free or tax-deferred nature, in whole or part, of any Transaction, or (ii) avoid SYNEX or any member of the SYNEX Group recognizing gain under any Gain Recognition Agreement.

(c) Concentrix agrees that, from the date hereof until the first day after the Restriction Period, it will (i) maintain its status as a company engaged in the Concentrix Active Trade or Business for purposes of Section 355(b)(2) of the Code and (ii) not engage in any transaction that would result in it ceasing to be a company engaged in the Concentrix Active Trade or Business for purposes of Section 355(b)(2) of the Code.

(d) Concentrix agrees that, from the date hereof until the first day after the Restriction Period, it will not (i) enter into any Proposed Acquisition Transaction or, to the extent Concentrix has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur (whether by (a) redeeming rights under a shareholder rights plan, (b) finding a tender offer to be a “permitted offer” under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, or (c) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the DGCL or any similar corporate statute, any “fair price” or other provision of Concentrix’s charter or bylaws or otherwise), (ii) merge or consolidate with any other Person or liquidate or partially liquidate, (iii) in a single transaction or series of transactions sell or transfer (other than sales or transfers of inventory in the ordinary course of business) all or substantially all of the assets that were transferred to Concentrix pursuant to the Contribution or sell or transfer 50% or more of the gross assets of the Concentrix Active Trade or Business or 30% or more of the consolidated gross assets of Concentrix and its Affiliates (such percentages to be measured based on fair market value as of the Distribution Date), (iv) redeem or otherwise repurchase (directly or through a Concentrix Affiliate) any Concentrix stock, or rights to acquire stock, except to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment by Revenue Procedure 2003-48), (v) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of Concentrix Capital Stock (including, without limitation, through the conversion of one class of Concentrix Capital Stock into another class of Concentrix Capital Stock), (vi) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation or covenant made in the Representation Letters) which in the aggregate (and taking into account any other transactions described in this subparagraph (d)) would be reasonably likely to have the effect of causing or permitting one or more persons to acquire, directly or indirectly, stock representing a Fifty-Percent or Greater Interest in Concentrix or otherwise jeopardize the Tax-Free Status of the Distribution, unless, in each case, prior to taking any such action set forth in the foregoing clauses (i) through (vii), (A) Concentrix shall have provided SYNEX with an Unqualified Tax Opinion in form and substance reasonably satisfactory to SYNEX (and in determining whether an opinion is satisfactory, SYNEX may consider, among other factors, the appropriateness of any underlying assumptions and

management's representations if used as a basis for the opinion and SYNnex may determine that no opinion would be acceptable to SYNnex) or (B) SYNnex shall have waived the requirement to obtain such Unqualified Tax Opinion.

(e) **Certain Issuances of Concentrix Capital Stock.** If Concentrix proposes to enter into any Section 7.02(e) Acquisition Transaction or, to the extent Concentrix has the right to prohibit any Section 7.02(e) Acquisition Transaction, proposes to permit any Section 7.02(e) Acquisition Transaction to occur, in each case, during the period from the date hereof until the first day after the Restriction Period, Concentrix shall provide SYNnex, no later than ten days following the signing of any written agreement with respect to the Section 7.02(e) Acquisition Transaction, with a written description of such transaction (including the type and amount of Concentrix Capital Stock to be issued in such transaction) and a certificate of the Chief Financial Officer of Concentrix to the effect that the Section 7.02(e) Acquisition Transaction is not a Proposed Acquisition Transaction or any other transaction to which the requirements of Section 7.02(d) apply (a "**CFO Certificate**").

Section 7.03 Restrictions on SYNnex. SYNnex agrees that it will not take or fail to take, or cause or permit any member of the SYNnex Group to take or fail to take, any action where such action or failure to act would be inconsistent with or cause to be untrue any material information, covenant or representation in this TMA, the Separation and Distribution Agreement, any of the Ancillary Agreements or any Representation Letters. SYNnex agrees that it will not take or fail to take, or cause or permit any member of the SYNnex Group to take or fail to take, any action which prevents or could reasonably be expected to prevent Tax-Free Status.

Section 7.04 Procedures Regarding Opinions and Rulings.

(a) If Concentrix notifies SYNnex that it desires to take one of the actions described in clauses (i) through (vii) of Section 7.02(d) (a "**Notified Action**"), SYNnex and Concentrix shall reasonably cooperate to attempt to obtain the Unqualified Tax Opinion referred to in Section 7.02(d), unless SYNnex shall have waived the requirement to obtain such Unqualified Tax Opinion.

(b) *Unqualified Tax Opinions at Concentrix's Request.* At the reasonable request of Concentrix pursuant to Section 7.02(d), SYNnex shall cooperate with Concentrix and use its reasonable best efforts to seek to obtain, as expeditiously as possible, an Unqualified Tax Opinion for the purpose of permitting Concentrix to take the Notified Action. Concentrix shall reimburse SYNnex for all reasonable costs and expenses incurred by the SYNnex Group in obtaining an Unqualified Tax Opinion requested by Concentrix within ten (10) Business Days after receiving an invoice from SYNnex therefor.

(c) *Unqualified Tax Opinions at SYNnex's Request.* SYNnex shall have the right to obtain an Unqualified Tax Opinion at any time in its sole and absolute discretion. If SYNnex determines to obtain an Unqualified Tax Opinion, Concentrix shall (and shall cause each Affiliate of Concentrix to) cooperate with SYNnex and take any and all actions reasonably requested by SYNnex in connection with obtaining the Unqualified Tax Opinion (including,

without limitation, by making any representation or covenant or providing any materials or information requested by the Tax Advisor; *provided* that Concentrix shall not be required to make (or cause any Affiliate of Concentrix to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control). SYNEX and Concentrix shall each bear its own costs and expenses in obtaining an Unqualified Tax Opinion requested by SYNEX.

(d) Neither Concentrix nor any Concentrix Affiliate directly or indirectly controlled by Concentrix shall seek any guidance from the IRS or any other Tax Authority (whether written, verbal or otherwise) at any time concerning the Contribution or the Distribution.

Section 7.05 Liability for Tax-Related Losses.

(a) Notwithstanding anything in this TMA or the Separation and Distribution Agreement to the contrary, subject to Section 7.05(c), Concentrix shall be responsible for, and shall indemnify and hold harmless SYNEX and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to or result from any one or more of the following: (A) the acquisition (other than pursuant to the Contribution or the Distribution) of all or a portion of Concentrix's Capital Stock and/or its or its subsidiaries' assets by any means whatsoever by any Person, (B) any action or failure to act by Concentrix after the Distribution (including, without limitation, any amendment to Concentrix's certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of Concentrix stock (including, without limitation, through the conversion of one class of Concentrix Capital Stock into another class of Concentrix Capital Stock), (C) any act or failure to act by Concentrix or any Concentrix Affiliate described in Section 7.02 (regardless whether such act or failure to act is covered by an Unqualified Tax Opinion or waiver described in clause (A) or (B) of Section 7.02(d), or a CFO Certificate described in Section 7.02(e)) or (D) any breach by Concentrix of its agreement and representations set forth in Section 7.01.

(b) Notwithstanding anything in this TMA or the Separation and Distribution Agreement to the contrary, subject to Section 7.05(c), SYNEX shall be responsible for, and shall indemnify and hold harmless Concentrix and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to, or result from any one or more of the following: (A) the acquisition (other than pursuant to the Contribution or the Distribution) of all or a portion of SYNEX's stock and/or its or its subsidiaries' assets by any means whatsoever by any Person, (B) any act or failure to act by SYNEX or a member of the SYNEX Group described in Section 7.03 or (C) any breach by SYNEX of its agreements and representations set forth in Section 7.01(a).

(c) Miscellaneous.

(i) To the extent that any Tax-Related Loss is subject to indemnity under both Sections 7.05(a) and (b), responsibility for such Tax-Related Loss shall be shared by SYNEX and Concentrix according to relative fault.

(ii) Notwithstanding anything in Section 7.05(a), 7.05(b) or (c)(i) or any other provision of this TMA or the Separation and Distribution Agreement to the contrary:

(A) with respect to (I) any Tax-Related Loss resulting from the application of Section 355(e) or Section 355(f) of the Code (other than as a result of an acquisition of a Fifty-Percent or Greater Interest in SYNEX) and (II) any other Tax-Related Loss resulting, in whole or in part, from an acquisition after the Distribution of any stock or assets of Concentrix (or any Concentrix Affiliate) by any means whatsoever by any Person or any action or failure to act by Concentrix affecting the voting rights of Concentrix, Concentrix shall be responsible for, and shall indemnify and hold harmless SYNEX and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of such Tax-Related Loss; and

(B) with respect to (I) any Tax-Related Loss resulting from the application of Section 355(e) or Section 355(f) of the Code (other than as a result of an acquisition of a Fifty-Percent or Greater Interest in Concentrix) and (II) any other Tax-Related Loss resulting, in whole or in part, from an acquisition after the Distribution of any stock or assets of SYNEX (or any SYNEX Affiliate) by any means whatsoever by any Person, SYNEX shall be responsible for, and shall indemnify and hold harmless Concentrix and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of such Tax-Related Loss; and

(C) for purposes of calculating the amount and timing of any Tax-Related Loss for which Concentrix or SYNEX is responsible under this Section 7.05, Tax-Related Losses shall be calculated by assuming that such Party, its Affiliated Group and each member of its Group (I) pay Tax at the highest marginal corporate Tax rates in effect in each relevant taxable year and (II) have no Tax Attributes in any relevant taxable year that would otherwise have been used by SYNEX in each taxable year.

(d) Concentrix shall pay SYNEX the amount of any Tax-Related Losses for which Concentrix is responsible under this Section 7.05: (A) in the case of Tax-Related Losses described in clause (i) of the definition of Tax-Related Losses no later than two Business Days prior to the date SYNEX files, or causes to be filed, the applicable Tax Return for the year of the Contribution or Distribution, as applicable (the “**Filing Date**”) (provided that if such Tax-Related Losses arise pursuant to a Final Determination described in clause (a), (b) or (c) of the definition of “**Final Determination**,” then Concentrix shall pay SYNEX no later than two

Business Days prior to the due date for making payment with respect to such Final Determination) and (B) in the case of Tax-Related Losses described in clause (ii) or (iii) of the definition of Tax-Related Losses, no later than two Business Days after the date SYNNEEX pays such Tax-Related Losses. SYNNEEX shall pay Concentrix the amount of any Tax-Related Losses (described in clause (ii) or (iii) of the definition of Tax-Related Loss) for which SYNNEEX is responsible under this Section 7.05 no later than two Business Days after the date Concentrix pays such Tax-Related Losses. Each Party shall have the right to review the calculation of any Tax-Related Losses prepared by the other Party, including any related workpapers and other supporting documentation.

Section 7.06 Section 336(e) Election. If SYNNEEX determines, in its sole discretion, that a protective election under Section 336(e) of the Code (a “**Section 336(e) Election**”) shall be made with respect to the Distribution, Concentrix shall (and shall cause the relevant member of the Concentrix Group to) join with SYNNEEX or the relevant member of the SYNNEEX Group in the making of such election and shall take any action reasonably requested by SYNNEEX or that is otherwise necessary to give effect to such election (including making any other related election). If a Section 336(e) Election is made with respect to the Distribution, then this TMA shall be amended in such a manner as is determined by SYNNEEX in good faith to take into account such Section 336(e) Election (including by requiring that, in the event the Contribution and Distribution fail to have Tax-Free Status and SYNNEEX is not entitled to indemnification for the Tax-Related Losses arising from such failure, Concentrix shall pay over to SYNNEEX any Tax Benefits actually realized in cash by the Concentrix Group or any member of the Concentrix Group arising from the step-up in Tax basis resulting from the Section 336(e) Election); provided, such amounts payable shall be reduced by all reasonable costs incurred by Concentrix to amend any Tax Returns or other governmental filings related to such Section 336(e) Election.

Section 8. Assistance and Cooperation.

Section 8.01 Assistance and Cooperation.

(a) Each of the Parties shall provide (and cause its Affiliates to provide) the other and its agents, including accounting firms and legal counsel, with such cooperation or information as such other Party reasonably requests in connection with (i) preparing and filing Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making available, upon reasonable notice, all information and documents in their possession relating to the other Party and its Affiliates as provided in Section 9. Each of the Parties shall also make available to the other, as reasonably requested and available, personnel (including employees and agents of the Parties or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes.

(b) Any information or documents provided under this Section 8 or Section 9 shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any

administrative or judicial proceedings relating to Taxes. In no event shall either of the Parties or any of its respective Affiliates be required to provide the other Party or any of its respective Affiliates or any other Person access to or copies of any information if such action could reasonably be expected to result in the waiver of any Privilege. In addition, in the event that either Party determines that the provision of any information to the other Party or its Affiliates could be commercially detrimental, violate any law or agreement or waive any Privilege, the parties shall use reasonable best efforts to permit compliance with its obligations under this Section 8 or Section 9 in a manner that avoids any such harm or consequence.

Section 8.02 Income Tax Return Information. Concentrix and SYNnex acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made by SYNnex or Concentrix pursuant to Section 8.01 or this Section 8.02. Concentrix and SYNnex acknowledge that failure to conform to the deadlines set forth herein or reasonable deadlines otherwise set by SYNnex or Concentrix could cause irreparable harm. Each Party shall provide to the other Party information and documents relating to its Group required by the other Party to prepare Tax Returns. Any information or documents the Responsible Party requires to prepare such Tax Returns shall be provided in such form as the Responsible Party reasonably requests and in sufficient time for the Responsible Party to file such Tax Returns on a timely basis.

Section 8.03 Reliance by SYNnex. If any member of the Concentrix Group supplies information to a member of the SYNnex Group in connection with a Tax liability and an officer of a member of the SYNnex Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the SYNnex Group identifying the information being so relied upon, the chief financial officer of Concentrix (or any officer of Concentrix as designated by the chief financial officer of Concentrix) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. Concentrix agrees to indemnify and hold harmless each member of the SYNnex Group and its directors, officers and employees from and against any fine, penalty, or other cost or expense of any kind attributable to a member of the Concentrix Group having supplied, pursuant to this Section 8, a member of the SYNnex Group with inaccurate or incomplete information in connection with a Tax liability.

Section 8.04 Reliance by Concentrix. If any member of the SYNnex Group supplies information to a member of the Concentrix Group in connection with a Tax liability and an officer of a member of the Concentrix Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Concentrix Group identifying the information being so relied upon, the chief financial officer of SYNnex (or any officer of SYNnex as designated by the chief financial officer of SYNnex) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. SYNnex agrees to indemnify and hold harmless each member of the Concentrix Group and its directors, officers and employees from and against any fine, penalty, or other cost or expense of any kind attributable to a member of the SYNnex Group having supplied, pursuant to this

Section 8, a member of the Concentrix Group with inaccurate or incomplete information in connection with a Tax liability.

Section 9. Tax Records.

Section 9.01 Retention of Tax Records. Each Party shall preserve and keep all Tax Records (including emails and other digitally stored materials) exclusively relating to the assets and activities of its Group for Pre-Deconsolidation Periods and shall preserve and keep all other Tax Records relating to Taxes of the Groups for Pre-Deconsolidation Tax Periods, for so long as the contents thereof may become material in the administration of any matter under the Code or other applicable Tax Law, but in any event until the later of (i) the expiration of any applicable statutes of limitations, or (ii) seven years after the Deconsolidation Date (such later date, the “**Retention Date**”). After the Retention Date, each Party may dispose of such Tax Records upon 90 days’ prior written notice to the other Party. If, prior to the Retention Date, a Party reasonably determines that any Tax Records which it would otherwise be required to preserve and keep under this Section 9 are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Party agrees, then such first Party may dispose of such Tax Records upon 90 days’ prior notice to the other Party. Any notice of an intent to dispose given pursuant to this Section 9.01 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Party shall have the opportunity, at its cost and expense, to copy or remove, within such 90-day period, all or any part of such Tax Records, and the other Party will then dispose of the same Tax Records.

Section 9.02 Access to Tax Records. The Parties and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records to the extent reasonably required by the other Party in connection with the preparation of financial accounting statements, audits, litigation, the preparation of Tax Returns, or the resolution of items under this TMA.

Section 10. Tax Contests.

Section 10.01 Notice. Each of the Parties shall provide prompt notice, within five (5) business days, by Federal Express or the equivalent with tracking receipt, with a copy by electronic mail (which shall not constitute notice), to the other of any communication from a Tax Authority regarding any pending or threatened Tax audit, assessment or proceeding or other Tax Contest for which it may be entitled to indemnification by the other Party hereunder. Such notice shall include copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail. The failure of one Party to notify the other of such communication in accordance with the immediately preceding sentences shall not relieve such other Party of any liability or obligation to pay such Tax or make indemnification payments under this TMA, except to the extent that the failure timely to provide such notification actually prejudices the ability of such other Party to contest such Tax liability or increases the amount of such Tax liability. Such notice shall be sent to the applicable Party at the addresses set forth in Section 17.01.

Section 10.02 Control of Tax Contests.

(a) Separate Party Tax Returns.

(i) *Pre-Deconsolidation Date and Straddle Period Separate Returns.* In the case of any Tax Contest with respect to any Separate Return (including any Separate Return with respect to Other Taxes) for any Tax Period ending on or prior to the Distribution Date or any Straddle Period, SYNEX (in the case of any such Separate Return filed with respect to any Person that, following the Distribution, is a member of the SYNEX Group) or Concentrix (in the case of any such Separate Return filed with respect to any Person that, following the Distribution, is a member of the Concentrix group), as applicable, shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Sections 10.02(d), 10.02(e), and 10.02(f)(ii) below.

(ii) *Post-Deconsolidation Date Separate Returns.* In the case of any Tax Contest with respect to any Separate Return (including any Separate Return with respect to Other Taxes) for any Tax Period beginning after the Distribution Date, the Responsible Party shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Section 10.02(e) below.

(b) *SYNEX Federal Consolidated Income Tax Returns.* In the case of any Tax Contest with respect to any SYNEX Federal Consolidated Income Tax Return, SYNEX shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Sections 10.02(d) and 10.02(f)(i) below.

(c) *SYNEX State Combined Income Tax Returns, SYNEX Foreign Combined Income Tax Returns, and Other Joint Returns.* In the case of any Tax Contest with respect to any SYNEX State Combined Income Tax Return, any SYNEX Foreign Combined Income Tax Return or any Tax Return with respect to Other Taxes that is not described in Section 10.02(a), SYNEX shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Section 10.02(d) below.

(d) *Concentrix Rights.* In the case of any Tax Contest with respect to any Tax Return described in Section 10.02(a), (b), or (c) (other than any Separate Return described in Section 10.02(a)(ii)), if (x) as a result of such Tax Contest, Concentrix could reasonably be expected to become liable for an amount of Tax in excess of \$100,000 and (y) SYNEX has control of such Tax Contest pursuant to Section 10.02(a), (b), or (c), as applicable, then (i) SYNEX shall consult with Concentrix reasonably in advance of taking any significant action in connection with such Tax Contest, (ii) SYNEX shall consult with Concentrix and offer Concentrix a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest, (iii) SYNEX shall defend such Tax Contest diligently and in good faith as if it were the only party in interest in connection with such

Tax Contest, (iv) Concentrix shall be entitled to participate in such Tax Contest and receive copies of any written materials relating to such Tax Contest received from the relevant Tax Authority, and (v) SYNNEEX shall not settle, compromise or abandon any such Tax Contest without obtaining the prior written consent of Concentrix, which consent shall not be unreasonably withheld.

(e) *SYNNEEX Rights.* In the case of any Tax Contest with respect to any Tax Return described in Section 10.02(a), if (x) as a result of such Tax Contest, SYNNEEX could reasonably be expected to become liable for an amount of Tax in excess of \$100,000 and (y) Concentrix has the right to control such Tax Contest pursuant to Section 10.02(a), then (i) Concentrix shall consult with SYNNEEX reasonably in advance of taking any significant action in connection with such Tax Contest, (ii) Concentrix shall consult with SYNNEEX and offer SYNNEEX a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest, (iii) Concentrix shall defend such Tax Contest diligently and in good faith as if it were the only party in interest in connection with such Tax Contest, (iv) SYNNEEX shall be entitled to participate in such Tax Contest and receive copies of any written materials relating to such Tax Contest received from the relevant Tax Authority, and (v) Concentrix shall not settle, compromise or abandon any such Tax Contest without obtaining the prior written consent of SYNNEEX, which consent shall not be unreasonably withheld. For the avoidance of doubt, this Section 10.02(e) shall apply to any Tax Contest with respect to a Concentrix Federal Consolidated Income Tax Return if, as a result of such Tax Contest, SYNNEEX could reasonably be expected to become liable for Taxes pursuant to Section 2.02(b) or (c).

(f) *Distribution-Related Tax Contests.*

(i) In the event of any Distribution-Related Tax Contest as a result of which Concentrix could reasonably be expected to become liable for any Tax or Tax-Related Losses and which SYNNEEX has the right to administer and control pursuant to Section 10.02(b) above, (A) SYNNEEX shall consult with Concentrix reasonably in advance of taking any significant action in connection with such Tax Contest, (B) SYNNEEX shall offer Concentrix a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest, (C) SYNNEEX shall defend such Tax Contest diligently and in good faith as if it were the only party in interest in connection with such Tax Contest, and (D) SYNNEEX shall provide Concentrix copies of any written materials relating to such Tax Contest received from the relevant Tax Authority. Notwithstanding anything in the preceding sentence to the contrary, the final determination of the positions taken, including with respect to settlement or other disposition, in any Distribution-Related Tax Contest shall be made in the sole discretion of SYNNEEX and shall be final and not subject to the dispute resolution provisions of Article VII of the Separation and Distribution Agreement.

(ii) In the event of any Distribution-Related Tax Contest with respect to any Concentrix Separate Return, (A) Concentrix shall consult with SYNNEEX reasonably in advance of taking any significant action in connection with such Tax

Contest, (B) Concentrix shall consult with SYNnex and offer SYNnex a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest, (C) Concentrix shall defend such Tax Contest diligently and in good faith as if it were the only party in interest in connection with such Tax Contest, (D) SYNnex shall be entitled to participate in such Tax Contest and receive copies of any written materials relating to such Tax Contest received from the relevant Tax Authority, and (E) Concentrix shall not settle, compromise or abandon any such Tax Contest without obtaining the prior written consent of SYNnex, which consent shall not be unreasonably withheld.

(g) Power of Attorney.

(i) Each member of the Concentrix Group shall execute and deliver to SYNnex (or such member of the SYNnex Group as SYNnex shall designate) any power of attorney or other similar document reasonably requested by SYNnex (or such designee) in connection with any Tax Contest (as to which SYNnex is the Controlling Party) described in this Section 10.

(ii) Each member of the SYNnex Group shall execute and deliver to Concentrix (or such member of the Concentrix Group as Concentrix shall designate) any power of attorney or other similar document reasonably requested by Concentrix (or such designee) in connection with any Tax Contest (as to which Concentrix is the Controlling Party) described in this Section 10.

Section 11. Effective Date; Termination of Prior Intercompany Tax Allocation Agreements. This TMA shall be effective as of the Effective Time. As of the Effective Time, (i) all prior intercompany Tax allocation agreements or arrangements solely between or among SYNnex and/or any of its Subsidiaries, on the one hand, and Concentrix and/or any of its Subsidiaries, on the other hand, including the Tax Allocation Agreement, shall be terminated, and (ii) amounts due under such agreements as of the date on which the Effective Time occurs shall be settled. Upon such termination and settlement, no further payments by or to SYNnex or any of its Subsidiaries or by or to Concentrix or any of its Subsidiaries, with respect to such agreements shall be made, and all other rights and obligations resulting from such agreements between the Parties and their Affiliates shall cease at such time. Any payments pursuant to such agreements shall be disregarded for purposes of computing amounts due under this TMA; provided that to the extent appropriate, payments made pursuant to such agreements shall be credited to Concentrix or SYNnex, respectively, in computing their respective obligations pursuant to this TMA, in the event that such payments relate to a Tax liability that is the subject matter of this TMA for a Tax Period that is the subject matter of this TMA.

Section 12. Survival of Obligation. The representations, warranties, covenants and agreements set forth in this TMA shall be unconditional and absolute and shall remain in effect without limitation as to time.

Section 13. Treatment of Payments; Tax Gross Up.

Section 13.01 Treatment of Tax Indemnity and Tax Benefit Payments. In the absence of any change in Tax treatment under the Code or other applicable Tax Law, for all Income Tax purposes, the Parties agree to treat, and to cause their respective Affiliates to treat, (i) any indemnity payment required by this TMA or by the Separation and Distribution Agreement as either a contribution by SYNEX to Concentrix or a distribution by Concentrix to SYNEX, as the case may be, occurring immediately prior to the Distribution; and (ii) any payment of interest or State Income Taxes by or to a Tax Authority, as taxable or deductible, as the case may be, to the Party entitled under this TMA to retain such payment or required under this TMA to make such payment.

Section 13.02 Tax Gross Up. If notwithstanding the manner in which payments described in Section 13.01(i) were reported, there is an adjustment to the Tax liability of a Party as a result of its receipt of a payment pursuant to this TMA or the Separation and Distribution Agreement, such payment shall be appropriately adjusted so that the amount of such payment, reduced by the amount of all Income Taxes payable with respect to the receipt thereof (but taking into account all correlative Tax Benefits resulting from the payment of such Income Taxes), shall equal the amount of the payment which the Party receiving such payment would otherwise be entitled to receive.

Section 13.03 Interest. Anything herein to the contrary notwithstanding, to the extent one Party (“**Indemnitor**”) makes a payment of interest to another Party (“**Indemnitee**”) under this TMA with respect to the period from the date that the Indemnitee made a payment of Tax to a Tax Authority to the date that the Indemnitor reimbursed the Indemnitee for such Tax payment, the interest payment shall be treated as interest expense to the Indemnitor (deductible to the extent provided by law) and as interest income by the Indemnitee (includible in income to the extent provided by law). The amount of the payment shall not be adjusted to take into account any associated Tax Benefit to the Indemnitor or increase in Tax to the Indemnitee.

Section 14. Disagreements. The Parties desire that collaboration will continue between them. Accordingly, they will try, and they will cause their respective Group members to try, to resolve in good faith all disagreements regarding their respective rights and obligations under this TMA, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (other than a High-Level Dispute) (a “**Dispute**”) between any member of the SYNEX Group and any member of the Concentrix Group as to the interpretation of any provision of this TMA or the performance of obligations hereunder, the Tax departments of the Parties shall negotiate in good faith to resolve the Dispute. If, within five (5) business days, such good faith negotiations do not resolve the Dispute, then the matter, upon written request of either Party, will be referred for resolution to executives of each Party who hold, at a minimum, the title of senior vice president and who have authority to settle the Dispute, and such executives shall negotiate in good faith to resolve the Dispute. If the senior executives are unable for any

reason to resolve a Dispute within ten (10) business days after the reference of the Dispute to them, then the Tax departments will cooperate in good faith to refer the Dispute to a mutually acceptable Tax Advisor. If the tax departments are unable to agree on the Tax Advisor within five (5) business days, the selection of the Tax Advisor will be referred to the Chief Financial Officer of each Party who shall cooperate in good faith to select the Tax Advisor. The Tax Advisor may, in its discretion, obtain the services of any third-party appraiser, accounting firm or consultant that the Tax Advisor deems necessary to assist it in resolving such disagreement. The Tax Advisor shall furnish written notice to the Parties of its resolution of any such Dispute as soon as practical, but in any event no later than 30 days after its acceptance of the matter for resolution. Any such resolution by the Tax Advisor will be conclusive and binding on the Parties. Following receipt of the Tax Advisor's written notice to the Parties of its resolution of the Dispute, the Parties shall each take or cause to be taken any action necessary to implement such resolution of the Tax Advisor. In accordance with Section 16, each Party shall pay its own fees and expenses (including the fees and expenses of its representatives) incurred in connection with the referral of the matter to the Tax Advisor. All fees and expenses of the Tax Advisor in connection with such referral shall be shared equally by the Parties. Any High-Level Dispute shall be resolved pursuant to the procedures set forth in Article VII of the Separation and Distribution Agreement. Nothing in this Section 14 will prevent either Party from seeking injunctive relief if any delay resulting from the efforts to resolve the Dispute through the process set forth in this Section 14 (or any delay resulting from the efforts to resolve any High-Level Dispute through the procedures set forth in Article VII of the Separation and Distribution Agreement) could result in serious and irreparable injury to either Party. Notwithstanding anything to the contrary in this TMA, the Separation and Distribution Agreement or any Ancillary Agreement, SYNEX and Concentrix are the only members of their respective Group entitled to commence a dispute resolution procedure under this TMA, and each of SYNEX and Concentrix will cause its respective Group members not to commence any dispute resolution procedure other than through such party as provided in this Section 14.

Section 15. Late Payments. Any amount owed by one party to another party under this TMA which is not paid when due shall bear interest at the Prime Rate plus two percent, compounded semiannually, from the due date of the payment to the date paid. To the extent interest required to be paid under this Section 15 duplicates interest required to be paid under any other provision of this TMA, interest shall be computed at the higher of the interest rate provided under this Section 15 or the interest rate provided under such other provision.

Section 16. Expenses. Except as otherwise provided in this TMA, each party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this TMA.

Section 17. General Provisions.

Section 17.01 Addresses and Notices. All notices, requests, claims, demands or other communications under this TMA shall be in writing, together with a copy by electronic mail (which shall not constitute notice), and shall be given or made (and shall be deemed to have been duly given or made upon acknowledgment of receipt) by delivery in person, by overnight courier

service, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 17.01):

If to SYNnex:

SYNNEX Corporation
44201 Nobel Drive
Fremont, CA 94538
Attention: General Counsel
Email: simonl@synnex.com

with a copy to:

SYNNEX Corporation
44201 Nobel Drive
Fremont, CA 94538
Attention: Tax
Email: shanthilatas@synnex.com

If to Concentrix:

Concentrix Corporation
44111 Nobel Drive
Fremont, California 94538
Attn: EVP, Legal
Email: steve.richie@concentrix.com

with a copy to:

Concentrix Corporation
201 E. 4th Street
Cincinnati, OH 45202
Attention: Tax
Email: bryan.wheatley@concentrix.com

A Party may, by notice to the other Party, change the address to which such notices are to be given.

Section 17.02 Assignability. This TMA shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns; provided, that neither Party nor any such party thereto may assign its rights or delegate its obligations under this TMA without the express prior written consent of the other Party hereto. Notwithstanding the foregoing, no such consent shall be required for the assignment of a party's rights and obligations under this TMA and the Ancillary Agreements (except as may be otherwise provided in any such Ancillary Agreement) in whole (i.e., the assignment of a party's rights and obligations under this TMA and

all Ancillary Agreements all at the same time) in connection with a change of control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant party thereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party.

Section 17.03 Waiver. Waiver by a Party of any default by the other Party of any provision of this TMA shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this TMA shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 17.04 Severability. If any provision of this TMA or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

Section 17.05 Authority. SYNEX represents on behalf of itself and each other member of the SYNEX Group, and Concentrix represents on behalf of itself and each other member of the Concentrix Group, as follows: (i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this TMA and to consummate the transactions contemplated hereby; and (ii) this TMA has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

Section 17.06 Further Action. The parties shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this TMA, including the execution and delivery to the other parties and their Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other parties in accordance with Section 10.

Section 17.07 Integration. This TMA, the Ancillary Agreements and the Exhibits, Schedules and appendices hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. In the event of any inconsistency between this TMA, the Separation and Distribution Agreement, any other agreements relating to the transactions contemplated by the Separation and Distribution Agreement, or the Tax Allocation Agreement, with respect to matters addressed herein, the provisions of this TMA shall control.

Section 17.08 Construction. The language in all parts of this TMA shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any party. The captions, titles and headings included in this TMA are for convenience only, and do not affect this TMA's construction or interpretation. Unless otherwise indicated, all "Section" references in this TMA are to sections of this TMA.

Section 17.09 No Double Recovery. No provision of this TMA shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged party has been fully compensated under any other provision of this TMA or under any other agreement or action at law or equity. Unless expressly required in this TMA, a party shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this TMA.

Section 17.10 Counterparts. This TMA may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Each Party acknowledges that it and each other Party is executing certain of the Ancillary Agreements by facsimile, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this TMA (whether executed by manual, stamp or mechanical signature) by facsimile or by email in portable document format (PDF) shall be effective as delivery of such executed counterpart of this TMA. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by email in portable document format (PDF)) made in its respective name as if it were a manual signature delivered in person, agrees that it will not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at any time, it will as promptly as reasonably practicable cause this TMA to be manually executed (such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

Section 17.11 Governing Law. This TMA (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware including all matters of validity, construction, effect, enforceability, performance and remedies.

Section 17.12 Jurisdiction. If any dispute arises out of or in connection with this TMA, except as expressly contemplated by another provision of this TMA, the parties irrevocably (and the parties will cause each other member of their respective Group to irrevocably) (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Delaware, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient, and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

Section 17.13 Amendment. No provisions of this TMA shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

Section 17.14 Concentrix Subsidiaries. If, at any time, Concentrix acquires or creates one or more subsidiaries that are includable in the Concentrix Group, they shall be subject to this TMA and all references to the Concentrix Group herein shall thereafter include a reference to such subsidiaries.

Section 17.15 Successors. This TMA shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to any of the parties hereto (including but not limited to any successor of SYNEX or Concentrix succeeding to the Tax attributes of either under Section 381 of the Code), to the same extent as if such successor had been an original party to this TMA.

Section 17.16 Injunctions. The parties acknowledge that irreparable damage would occur in the event that any of the provisions of this TMA were not performed in accordance with its specific terms or were otherwise breached. The parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this TMA and to enforce specifically the terms and provisions hereof in any court having jurisdiction, such remedy being in addition to any other remedy to which they may be entitled at law or in equity.

[signature page follows]

IN WITNESS WHEREOF, each party has caused this TMA to be executed on its behalf by a duly authorized officer on the date first set forth above.

SYNNEX CORPORATION

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, General
Counsel and Corporate Secretary

CONCENTRIX CORPORATION

By: /s/ Steven L. Richie
Name: Steven L. Richie
Title: Executive Vice President, Legal

[Signature Page to Tax Matters Agreement]

EMPLOYEE MATTERS AGREEMENT

BY AND BETWEEN

SYNNEX CORPORATION

AND

CONCENTRIX CORPORATION

DATED AS OF NOVEMBER 30, 2020

EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT (the “EMA”) is made as of November 30, 2020 by and among Concentrix Corporation, a Delaware corporation (“Concentrix”), and SYNnex Corporation, a Delaware corporation (“SYNNEX” and together with Concentrix, the “Parties”).

WHEREAS, the board of directors of SYNnex (the “SYNNEX Board”) has determined that it is in the best interests of SYNnex and its stockholders to make Concentrix an independent publicly traded company operating the Concentrix Business;

WHEREAS, in furtherance of the foregoing, the Board has determined that it is appropriate and desirable to separate the Concentrix Business from the SYNnex Business (the “Separation”) and, following the Separation, to make a distribution, on a pro rata basis, to the holders of SYNnex Shares on the Record Date of all the outstanding Concentrix Shares owned by SYNnex (the “Distribution”);

WHEREAS, in order to effectuate the Separation and Distribution, SYNnex and Concentrix have entered into a Separation and Distribution Agreement, dated as of November 30, 2020 (the “Separation and Distribution Agreement”); and

WHEREAS, in addition to the matters addressed by the Separation and Distribution Agreement, the Parties desire to enter into this EMA to set forth the terms and conditions of certain employment, compensation and benefit matters that have been agreed by the Parties in connection with the Separation.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this EMA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions.

For purposes of this EMA, the following terms shall have the meanings set forth below. Any terms that are capitalized but not otherwise defined herein shall have the respective meanings assigned to them in the Separation and Distribution Agreement.

“Benefit Plan” shall mean any contract, agreement, policy, practice, program, plan, trust or other arrangement providing for benefits, perquisites or compensation from an employer to any Employee or Former Employee or a family member, dependent or beneficiary of any such Employee or Former Employee, including cash or deferred arrangement plans, profit sharing plans, bonus programs, welfare plans, restricted stock, restricted stock unit and other equity-based compensation and contracts, agreements, policies, practices, programs, plans, trusts and other arrangements providing for terms of employment, fringe benefits, severance benefits, change in control protections or benefits, travel and accident, life, accidental death and

dismemberment, disability and accident insurance, travel reimbursement, vacation, sick, personal or bereavement days, leaves of absences or holidays; provided, however, that the term “Benefit Plan” does not include any government-sponsored benefits, such as workers’ compensation, unemployment or any similar plans, program or policies or individual offer letters.

“Concentrix 401(k) Plan” shall mean the Concentrix Retirement and Savings Plan.

“Concentrix Awards” shall mean Concentrix Options, Concentrix RSA Awards and Concentrix RSU Awards, collectively.

“Concentrix Benefit Plan” shall mean any Benefit Plan sponsored, maintained or, unless such Benefit Plan is sponsored or maintained by a member of the SYNEX Group, contributed to by any member of the Concentrix Group.

“Concentrix Employee” shall mean each individual who is intended to be an employee of the Concentrix Group as of immediately after the Effective Time (including any such individual who is not actively working as of the Effective Time as a result of an illness, injury or leave of absence (including due to a short-term or long-term disability)).

“Concentrix Equity Plan” shall mean the Concentrix 2020 Stock Incentive Plan.

“Concentrix Option” shall mean an option to purchase Concentrix Shares granted by Concentrix pursuant to the Concentrix Equity Plan in accordance with Section 5.

“Concentrix Ratio” shall mean the quotient obtained by dividing the SYNEX Stock Value by the Concentrix Stock Value.

“Concentrix RSA Award” shall mean a restricted stock award granted pursuant to the Concentrix Equity Plan in accordance with Section 5.

“Concentrix RSU Award” shall mean a restricted stock unit award granted pursuant to the Concentrix Equity Plan in accordance with Section 5.

“Concentrix Stock Value” shall mean the value of Concentrix Shares determined based on the methodology specified by the SYNEX Compensation Committee and, in the case of the Concentrix Management Awards, the Concentrix Compensation Committee.

“Distribution” shall have the meaning set forth in the recitals to this EMA.

“Distribution Date” shall mean the date of the consummation of the Distribution, which shall be determined by the SYNEX Board in its sole and absolute discretion.

“Employee” shall mean any SYNEX Employee or Concentrix Employee.

“Employment Taxes” shall mean all fees, Taxes, social insurance payments or similar contributions to a fund of a Governmental Authority with respect to wages or other compensation of an employee or other service provider.

“ERISA” shall mean the U.S. Employee Retirement Income Security Act of 1974, as amended.

“Former Employee” shall mean any individual who is a former employee of SYNnex or Concentrix as of immediately prior to the Effective Time and who will not be employed or engaged by either Party following the Effective Time.

“Former Concentrix Employee” shall mean any Former Employee (i) who is identified as a Former Concentrix Employee on the list previously prepared by SYNnex and set forth as Schedule A to this EMA, or (ii) whose most recent employment with SYNnex was with a member of the Concentrix Group or the Concentrix Business.

“Former SYNnex Employee” shall mean any Former Employee who is not a Former Concentrix Employee.

“IRS” shall mean the United States Internal Revenue Service.

“Parties” shall have the meaning set forth in the preamble to this EMA.

“Post-Separation SYNnex Stock Value” shall mean the value of SYNnex Shares following the Distribution determined based on the methodology specified by the SYNnex Compensation Committee.

“Separation” shall have the meaning set forth in the recitals to this EMA.

“Separation and Distribution Agreement” shall have the meaning set forth in the recitals to this EMA.

“SYNnex 401(k) Plan” shall mean the SYNnex Corporation 401(k) Plan.

“SYNnex Awards” shall mean SYNnex Options, SYNnex RSA Awards and SYNnex RSU Awards, collectively.

“SYNnex Benefit Plan” shall mean any Benefit Plan established, sponsored or maintained by SYNnex immediately prior to the Effective Time, but excluding any Concentrix Benefit Plan.

“SYNnex Director” means any individual who is a current or former non-employee director of SYNnex.

“SYNnex Employee” shall mean each individual who was employed by the SYNnex Group prior to the Effective Time and who is intended to be employed by the SYNnex Group as of immediately after the Effective Time (including any such individual who is not actively working as of the Effective Time as a result of an illness, injury or leave of absence (including due to a short-term or long-term disability)).

“SYNNEX Equity Plan” shall mean any equity compensation plan sponsored or maintained by SYNNEX immediately prior to the Effective Time.

“SYNNEX Option” shall mean an option to purchase SYNNEX Shares granted pursuant to a SYNNEX Equity Plan that is outstanding as of immediately prior to the Effective Time.

“SYNNEX Ratio” shall mean the quotient obtained by dividing the SYNNEX Stock Value by the Post-Separation SYNNEX Stock Value.

“SYNNEX RSA Award” shall mean a restricted stock award granted pursuant to a SYNNEX Equity Plan that is outstanding as of immediately prior to the Effective Time.

“SYNNEX RSU Award” shall mean a restricted stock unit award granted pursuant to a SYNNEX Equity Plan that is outstanding as of immediately prior to the Effective Time.

“SYNNEX Stock Value” shall mean the value of SYNNEX Shares prior to the Distribution determined based on the methodology specified by the SYNNEX Compensation Committee and, in the case of the Concentrix Management Awards, the Concentrix Compensation Committee.

“Taxes” shall have the meaning set forth in the Tax Matters Agreement.

2. Savings Plans

2.1 Transfer of Concentrix Account Balances. Not later than the Effective Time (or such later time as mutually agreed to by the Parties), SYNNEX shall cause the trustee of the SYNNEX 401(k) Plan to transfer from the trust that forms a part of the SYNNEX 401(k) Plan to the trust that forms a part of the Concentrix 401(k) Plan the account balances of the Concentrix Employees under the SYNNEX 401(k) Plan, determined as of the date of the transfer. Such transfers shall be made in kind, including promissory notes evidencing the transfer of outstanding loans. Any asset and liability transfers pursuant to this Section 2.1 shall comply in all respects with Section 414(l) and 411(d)(6) of the Code.

2.2 Transfer of SYNNEX Account Balances. Not later than the Effective Time (or such later date as mutually agreed to by the Parties), Concentrix shall cause the trustee of the Concentrix 401(k) Plan to transfer from the trust that forms a part of the Concentrix 401(k) Plan to the trust that forms a part of the SYNNEX 401(k) Plan the account balances of any SYNNEX Employees under the Concentrix 401(k) Plan, determined as of the date of the transfer. Such transfers shall be made in kind, including promissory notes evidencing the transfer of outstanding loans. Any asset and liability transfers pursuant to this Section 2.2 shall comply in all respects with Section 414(l) and 411(d)(6) of the Code.

3. General Principles for Transfer and Assumption of Benefits

3.1 Acceptance and Assumption of Concentrix Benefits Liabilities. Except as otherwise agreed to by the Parties on or prior to the Effective Time, Concentrix shall accept,

assume and agree faithfully to perform, discharge and fulfill all of the following Liabilities, regardless of when or how such Liabilities arose or are asserted: (i) any and all employee compensation or benefits payable to or on behalf of any Concentrix Employees or Former Concentrix Employees after the Effective Time; (ii) any and all Liabilities with respect to claims under a Concentrix Benefit Plan; (iii) any and all Liabilities with respect to claims or proceedings ongoing or pending with respect to Concentrix Employees or Former Concentrix Employees; and (iv) any and all other Liabilities expressly assumed or retained by Concentrix pursuant to this EMA.

3.2 Acceptance and Assumption of SYNnex Benefits Liabilities. Except as otherwise agreed to by the Parties on or prior to the Effective Time, SYNnex shall accept, assume and agree faithfully to perform, discharge and fulfill all of the following Liabilities, regardless of when or how such Liabilities arose or are asserted: (i) any and all employee compensation or benefits payable to or on behalf of any SYNnex Employees or Former SYNnex Employees after the Effective Time; (ii) any and all Liabilities with respect to claims under a SYNnex Benefit Plan; (iii) any and all Liabilities with respect to claims or proceedings ongoing or pending with respect to SYNnex Employees or Former SYNnex Employees; and (iv) any and all other Liabilities expressly assumed or retained by SYNnex pursuant to this EMA.

3.3 Transfer and Assumption of Benefit Plans. The Parties shall agree in good faith on the treatment of any Benefit Plans not specifically addressed in this EMA. Notwithstanding anything to the contrary in this EMA, no participant in any Benefit Plan shall receive service credit or benefits to the extent that receipt of such service credit or benefits would result in duplication of benefits. Furthermore, unless expressly provided for in this EMA, no provision in this EMA shall be construed to create any right to accelerate vesting, distributions or entitlements under any Benefit Plan sponsored or maintained by SYNnex or Concentrix on the part of any Employee or Former Employee. References to SYNnex Employees, Concentrix Employees, Former SYNnex Employees and Former Concentrix Employees shall be deemed to refer to their beneficiaries, dependents, survivors and alternate payees, as applicable.

4. Assignment of Employees

4.1 Assignments and Transfer of Employees. Effective as of no later than the Effective Time and except as otherwise agreed by the Parties, SYNnex shall use its commercially reasonable efforts to ensure that (a) each Concentrix Employee is employed by Concentrix as of immediately after the Effective Time and (b) each SYNnex Employee is employed by SYNnex as of immediately after the Effective Time. Each of the Parties agrees to execute, and to seek to have the applicable Employees execute, such documentation as may be necessary to reflect such assignment or transfer.

4.2 At-Will Status. Nothing in this EMA shall create any obligation on the part of SYNnex or Concentrix to (a) continue the employment of any Employee or permit the return from a leave of absence for any period after the date of this EMA (except as required by

applicable law) or (b) change the employment status of any Employee from “at will,” to the extent that such Employee is an “at will” employee under applicable law.

4.3 Severance. The Parties acknowledge and agree that, except as required by applicable law, the Separation and the assignment, transfer or continuation of the employment of Employees as contemplated by this Section 4 shall not be deemed an involuntary termination of employment entitling any Concentrix Employee or SYNnex Employee to severance payments or benefits.

4.4 Not a Change in Control. The Parties acknowledge and agree that neither the consummation of the Separation nor any transaction contemplated by this EMA, the Separation and Distribution Agreement or any ancillary agreement shall be deemed a “change in control,” a “change of control,” or term of similar import for purposes of any Benefit Plan or other employee or service provider arrangement sponsored or maintained by SYNnex or Concentrix; provided, however, that, for purposes of the July 2019 Awards (as defined below) only, the Separation and Distribution shall be deemed a “change in control of Concentrix,” as used in the award agreements governing such awards.

5. Equity Incentive Awards.

5.1 Outstanding SYNnex Options. Each SYNnex Option held by a SYNnex Employee, a SYNnex Director, a Concentrix Employee, or a Former Employee, that is outstanding and unexercised as of immediately prior to the Effective Time, shall be converted into both a SYNnex Option and a Concentrix Option, and shall otherwise be subject to the same terms and conditions after the Effective Time as the terms and conditions applicable to such SYNnex Option immediately prior to the Effective Time (except that, for Concentrix Employees, references to service with SYNnex in the applicable plan and award agreement shall be deemed to refer to service with Concentrix, unless clearly dictated otherwise by context); provided, however, that certain restrictions may be imposed on the SYNnex Option or the Concentrix Option after the Effective Time if necessary and appropriate to comply with applicable Law; and further provided, however, that from and after the Effective Time, (i) the per share exercise price of such SYNnex Option, rounded up to the nearest whole cent, shall be equal to the quotient obtained by dividing (A) the per share exercise price of such SYNnex Option immediately prior to the Effective Time by (B) the SYNnex Ratio; and (ii) the per share exercise price of such Concentrix Option, rounded up to the nearest whole cent, shall be equal to the quotient obtained by dividing (A) the per share exercise price of the corresponding SYNnex Option immediately prior to the Effective Time by (B) the Concentrix Ratio.

5.2 Outstanding SYNnex RSU Awards. Each SYNnex RSU Award held by a SYNnex Employee, a SYNnex Director, a Concentrix Employee (other than such SYNnex RSUs as are subject to Section 5.3), or a Former Employee that is outstanding as of immediately prior to the Effective Time, shall be converted into both a SYNnex RSU and a Concentrix RSU and shall otherwise be subject to the same terms and conditions after the Effective Time as the terms and conditions applicable to such SYNnex RSU Award immediately prior to the Effective Time, including any deferral election applicable to the

delivery of vested shares (except that, for Concentrix Employees, references to service with SYNnex in the applicable plan and award agreement shall be deemed to refer to service with Concentrix, unless clearly dictated otherwise by context); provided, however, that certain restrictions may be imposed on the SYNnex RSU Award or the Concentrix RSU Award after the Effective Time if necessary and appropriate to comply with applicable Law. For any SYNnex RSU Awards that are subject to performance-based vesting as of or after the Effective Time, SYNnex shall determine the extent to which the performance criteria (as interpreted by SYNnex, in its sole discretion) have been met and the number of RSUs that shall vest for each SYNnex Employee, and SYNnex and Concentrix shall determine in good faith the extent to which the performance criteria have been met and the number of RSUs that shall vest for each Concentrix Employee.

5.3 Certain Concentrix RSU Awards.

(a) On or as promptly as practicable following the Distribution Date, certain outstanding SYNnex RSU Awards held by Concentrix Employees with a grant date of July 19, 2019 (the “July 2019 Awards”) and certain outstanding SYNnex RSU Awards held by Concentrix Employees with a grant date of February 14, 2018 or February 1, 2019 (the “Concentrix LTIP Awards” and, together with the July 2019 Awards, the “Concentrix Management Awards”) and, in each case, designated by SYNnex or Concentrix for treatment under this Section 5.3 shall be converted into Concentrix RSU Awards and shall otherwise be subject to substantially the same terms and conditions after the Effective Time as the terms and conditions applicable to the corresponding SYNnex RSU Award immediately prior to the Effective Time, including any deferral election applicable to the delivery of vested shares (except that references to SYNnex in the applicable plan and award agreement shall refer to Concentrix); provided, however, that certain restrictions may be imposed on the Concentrix RSU Award after the Effective Time if necessary and appropriate to comply with applicable Law, and further provided, that from and after the Effective Time, the number of Concentrix Shares to which such Concentrix RSU Award relates shall be equal to the product obtained by multiplying (i) the number of SYNnex Shares to which the corresponding Concentrix Management Award related immediately prior to the Effective Time by (ii) the Concentrix Ratio (with any resulting fractional share paid to the award holder promptly following the Effective Time in the form of a cash payment; provided, however, that if the cash payment may result in adverse tax or legal treatment of the award holder, SYNnex or any member of the SYNnex Group, as determined by SYNnex in its sole discretion, the shares subject to the Concentrix RSU Award may instead be rounded down to the nearest whole number of shares). For any Concentrix RSU Awards that are subject to performance-based vesting as of or after the Effective Time, Concentrix shall determine the extent to which the performance criteria (as interpreted by Concentrix, in its sole discretion) have been met and the number of RSUs that shall vest for each Concentrix Employee.

(b) On or as promptly as practicable following the Distribution Date, certain outstanding SYNnex RSU Awards held by SYNnex Employees with a grant date of February 14, 2018 or February 1, 2019 (collectively, the “SYNnex LTIP Awards”) and designated by SYNnex for treatment under this Section 5.3 shall be adjusted by SYNnex by multiplying (i) the number of SYNnex Shares to which the corresponding SYNnex LTIP Award related

immediately prior to the Effective Time by (ii) the SYNEX Ratio (with any resulting fractional share paid to the award holder promptly following the Effective Time in the form of a cash payment; provided, however, that if the cash payment may result in adverse tax or legal treatment of the award holder, SYNEX or any member of the SYNEX Group, as determined by SYNEX in its sole discretion, the shares subject to the SYNEX LTIP Award may instead be rounded down to the nearest whole number of shares). Such adjusted SYNEX LTIP Awards shall otherwise be subject to the same terms and conditions after the Effective Time as the terms and conditions applicable to the corresponding SYNEX LTIP Award immediately prior to the Effective Time, including any deferral election applicable to the delivery of vested shares.

5.4 Outstanding SYNEX RSA Awards. Each SYNEX RSA Award held by a SYNEX Employee, a SYNEX Director, a Concentrix Employee, or a Former Employee that is outstanding as of immediately prior to the Effective Time, shall be converted into both a SYNEX RSA Award and a Concentrix RSA Award and shall otherwise be subject to the same terms and conditions after the Effective Time as the terms and conditions applicable to such SYNEX RSA Award immediately prior to the Effective Time (except that, for Concentrix Employees, references to service with SYNEX in the applicable plan and award agreement shall be deemed to refer to service with Concentrix, unless clearly dictated otherwise by context); provided, however, that certain restrictions may be imposed on the SYNEX RSA Award or the Concentrix RSA Award after the Effective Time if necessary and appropriate to comply with applicable Law. Concentrix shall use commercially reasonable efforts to timely obtain from each person who is receiving a Concentrix RSA Award a signed election form under Section 83(b) of the Internal Revenue Code with respect to any unvested Concentrix Shares for which such person desires to make a Section 83(b) election.

5.5 Tax Reporting and Withholding. Unless prohibited by applicable Law, following the Effective Time, (i) SYNEX shall be solely responsible for all Liabilities, including all income, payroll and other tax remittance and reporting, and entitled to all tax deductions, associated with SYNEX Awards, and (ii) Concentrix shall be solely responsible for all Liabilities, including all income, payroll and other tax remittance and reporting, and entitled to all tax deductions associated with, Concentrix Awards. SYNEX and Concentrix agree to enter into any necessary agreements regarding the subject matter of this Section 5 to enable SYNEX and Concentrix to fulfill their respective obligations hereunder, including but not limited to compliance with all applicable Laws regarding the reporting, withholding or remitting of income and/or taxes.

5.6 Registration and Other Regulatory Requirements. Concentrix agrees to file one or more registration statements with respect to, and to cause to be registered pursuant to the Securities Act, the Concentrix Shares authorized for issuance under the Concentrix Equity Plan, as required pursuant to the Securities Act, before the date of issuance of any Concentrix Shares pursuant to the Concentrix Equity Plan. The Parties shall take such additional actions as are deemed necessary or advisable to effectuate the foregoing provisions of this Section 5, including compliance with securities Laws and other legal requirements associated with equity compensation awards in affected non-U.S. jurisdictions.

5.7 SYNEX Awards in Certain Non-U.S. Jurisdictions. Notwithstanding the foregoing provisions of this Section 5, the Parties may mutually agree, in their sole discretion, not to treat certain outstanding SYNEX Awards held by individuals located outside of the United States pursuant to the foregoing provisions of this Section 5, where those actions would create or trigger adverse legal, accounting or tax consequences for SYNEX, Concentrix, and/or the affected non-U.S. award holders. In such circumstances, SYNEX and/or Concentrix may take any action necessary or advisable to prevent any such adverse legal, accounting or tax consequences, including, but not limited to, agreeing to modify any aspect of the treatment set forth in this Section 5 or to apply an alternate treatment. Where and to the extent required by applicable Law or tax considerations outside the United States, any adjustments described in this Section 5 shall be deemed to have been effectuated immediately prior to the Distribution Date.

5.8 Concentrix Nonequity Incentive Plan. Following the Effective Time, Concentrix shall assume any non-equity bonus arrangements under which Concentrix Employees participate. Concentrix shall be responsible for determining all non-equity bonus awards that would otherwise be payable to Concentrix Employees for any performance periods that are open when the Effective Time occurs or that begin following the Effective Time. Concentrix shall also determine for Concentrix Employees (i) the extent to which established performance criteria (as interpreted by Concentrix, in its sole discretion) have been met and (ii) the payment level for each Concentrix Employee.

6. General and Administrative

6.1 Employee Records.

(a) *Sharing of Information.* Subject to and in compliance with any limitations imposed by applicable Law, SYNEX and Concentrix (acting directly or through members of the SYNEX Group or the Concentrix Group, respectively) shall provide to the other and their respective authorized agents and vendors all information necessary (including information for purposes of determining benefit eligibility, participation, vesting and calculation of benefits) on a timely basis under the circumstances for the parties to perform their respective duties under this EMA. To the extent that such information is maintained by a third party vendor, each party shall use its commercially reasonable efforts to require the third party vendor to provide the necessary information and assist in resolving discrepancies or obtaining missing data.

(b) *Transfer of Personnel Records and Authorization.* Subject to and in compliance with any limitation imposed by applicable Law and to the extent that it has not done so before the Effective Time, SYNEX shall transfer to Concentrix any and all employment records (including any Form I-9, Form W-2 or other IRS and relevant tax forms applicable in any non-U.S. jurisdiction) with respect to Concentrix Employees and Former Concentrix Employees and other records reasonably required by Concentrix to enable Concentrix properly to carry out its obligations under this EMA. Subject to and in compliance with any limitation imposed by applicable Law and to the extent that it has not done so before the Effective Time, Concentrix shall transfer to SYNEX any and all employment records (including any Form I-9, Form W-2 or other IRS and relevant Tax forms applicable in any non-U.S. jurisdiction) with respect to

SYNNEX Employees and Former SYNNEX Employees and other records reasonably required by SYNNEX to enable SYNNEX properly to carry out its obligations under this EMA. The transfer of records generally shall occur as soon as administratively practicable at or after the Effective Time. Each Party will permit the other Party reasonable access to Employee records, to the extent reasonably necessary for such accessing Party to carry out its obligations hereunder.

(c) *Access to Records.* To the extent not inconsistent with this EMA, the Separation and Distribution Agreement or any applicable privacy protection Laws or regulations, reasonable access to Employee-related and Benefit Plan-related records after the Effective Time will be provided to members of the SYNNEX Group and members of the Concentrix Group pursuant to the terms and conditions of Article VI of the Separation and Distribution Agreement.

(d) *Maintenance of Records.* With respect to retaining, destroying, transferring, sharing, copying and permitting access to all Employee-related information, SYNNEX and Concentrix shall comply with all applicable Laws, regulations and internal policies, and shall indemnify and hold harmless each other from and against any and all Liability, claims, actions, and damages that arise from a failure (by the indemnifying Party or its Subsidiaries or their respective agents) to so comply with all applicable Laws, regulations and internal policies applicable to such information.

(e) *Cooperation.* Each Party shall use commercially reasonable efforts to cooperate and work together to unify, consolidate and share (to the extent permissible under applicable privacy/data protection laws) all relevant documents, resolutions, government filings, data, payroll, employment and Benefit Plan information on regular timetables and cooperate as needed with respect to (i) any claims or reasonable inquiry under, audit of, or litigation with respect to, a Benefit Plan, policy or arrangement contemplated by this EMA, (ii) efforts to seek a determination letter, private letter ruling or advisory opinion from the IRS or U.S. Department of Labor, or other comparable non-U.S. letter, ruling or opinion from any other Governmental Authority as applicable, in any such case on behalf of any Benefit Plan, policy or arrangement contemplated by this EMA, (iii) any filings that are required to be made or supplemented to the IRS, U.S. Pension Benefit Guaranty Corporation, U.S. Department of Labor or any other Governmental Authority and (iv) any audits by a Governmental Authority or corrective actions in either case, relating to any Benefit Plan, labor or payroll practices, including but not limited to with respect to any Employment Taxes, and (v) reconciliation and administration of post-closing compensation, benefit, employment, and payroll issues; provided, however, that requests for cooperation must be reasonable and not unduly interfere with daily business operations.

(f) *Confidentiality.* Notwithstanding anything in this EMA to the contrary, all confidential records and data relating to Employees to be shared or transferred pursuant to this EMA shall be subject to Section 6.9 of the Separation and Distribution Agreement and the requirements of applicable Law.

(g) *Interaction with Other Agreements.* To the extent not inconsistent with this EMA or any applicable privacy protection Laws or regulations, the foregoing rights and obligations of this Section 6.1 shall be in addition to any similar or related rights and obligations that may be provided or applicable to members of the SYNNEX Group or members of the

Concentrix Group, as applicable, under the Separation and Distribution Agreement or Tax Matters Agreement, if and as applicable.

6.2. Preservation of Rights to Amend. The rights of each member of the SYNEX Group and each member of the Concentrix Group to amend, waive, or terminate any plan, arrangement, agreement, program, or policy referred to herein shall not be limited in any way by this EMA.

6.3. Fiduciary Matters. SYNEX and Concentrix each acknowledges that actions required to be taken pursuant to this EMA may be subject to fiduciary duties or standards of conduct under ERISA or other applicable Law, and no Party shall be deemed to be in violation of this EMA if it fails to comply with any provisions hereof based upon its good faith determination (which determination may include, but shall not be required to be, based on advice from counsel experienced in such matters) that to do so would violate such a fiduciary duty or standard. Each Party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release and indemnify the other Party for any Liabilities caused by the failure to satisfy any such responsibility.

6.4. Code Section 409A. Notwithstanding anything to the contrary herein, if any of the provisions of this EMA would result in imposition of taxes and/or penalties under Section 409A of the Code, SYNEX and Concentrix shall cooperate in good faith to modify the applicable provision so that such taxes and/or penalties do not apply in order to comply with the provisions of Section 409A of the Code, other applicable provisions of the Code and/or any rules, regulations or other regulatory guidance issued under such statutory provisions.

6.5. Further Assurances. Each Party hereto shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that any other Party hereto may reasonably request in order to effect the intent and purpose of this EMA and the transactions contemplated hereby.

6.6. Counterparts; Entire Agreement; Corporate Power.

(a) This EMA may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

(b) This EMA, the Separation and Distribution Agreement and the Ancillary Agreements and the Exhibits, Schedules and appendices hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. SYNEX represents on behalf of itself and, to the extent applicable, each other member of the SYNEX Group, and Concentrix represents on behalf of itself and, to the extent applicable, each other member of the Concentrix Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this EMA and to consummate the transactions contemplated hereby; and

(ii) this EMA has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

(c) Each Party acknowledges that it and each other Party is executing this EMA by facsimile, stamp or mechanical signature and that delivery of an executed counterpart of a signature page to this EMA (whether executed by manual, stamp or mechanical signature) by facsimile or by email in portable document format (PDF) shall be effective as delivery of such executed counterpart of this EMA. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by email in portable document format (PDF)) made in its respective name as if it were a manual signature delivered in person, agrees that it will not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at any time, it will as promptly as reasonably practicable cause this EMA to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

6.7. Governing Law. This EMA (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, irrespective of the choice of Laws principles of the State of Delaware, including all matters of validity, construction, effect, enforceability, performance and remedies.

6.8. Assignability. This EMA will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, that neither Party may assign its rights or delegate its obligations under this EMA without the express prior written consent of the other Party. Notwithstanding the foregoing, no such consent will be required for (i) the assignment of a Party's rights and obligations under this EMA in whole or in part to any of its Subsidiaries; provided, that no such assignment shall release such Party from any liability or obligation under this EMA; or (ii) the assignment of a Party's rights and obligations under this in whole (*i.e.*, the assignment of a party's rights and obligations under this EMA, the Separation and Distribution Agreement and all Ancillary Agreements all at the same time) in connection with a change of control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant party thereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party. Nothing herein is intended to, or will be construed to, prohibit either Party or any member of its Group from being party to or undertaking a change of control.

6.9. Third-Party Beneficiaries. The provisions of this EMA are solely for the benefit of the Parties and are not intended to confer upon any other Person except the Parties any

rights or remedies hereunder. There are no third-party beneficiaries of this EMA and this EMA shall not provide any other Third Party with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this EMA. Nothing in this EMA is intended to amend any Benefit Plan or affect the applicable plan sponsor's right to amend or terminate any Benefit Plan pursuant to the terms of such plan. The provisions of this EMA are solely for the benefit of the Parties, and no current or former Employee, officer, director, independent contractor, consultant, alternative workforce (AWF) individual or any other individual associated therewith shall be regarded for any purpose as a third-party beneficiary of this EMA.

6.10. Notices. All notices, requests, claims, demands or other communications under this EMA shall be in writing, together with a copy by electronic mail (which shall not constitute notice) and shall be given or made (and shall be deemed to have been duly given or made upon acknowledgement of receipt) by delivery in person, by overnight courier service, by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.10):

If to SYNnex, to:

SYNNEX Corporation
44201 Nobel Drive
Fremont, CA 94538
Attn: General Counsel

If to Concentrix, to:

Concentrix Corporation
44111 Nobel Drive
Fremont, CA 94538
Attn: EVP, Legal

A Party may, by notice to the other Party, change the address to which such notices are to be given.

6.11. Severability. If any provision of this EMA or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

6.12. Force Majeure. No Party shall be deemed in default of this EMA or, unless otherwise expressly provided therein, any Ancillary Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder or thereunder so long as and to the

extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance of such obligation (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this EMA and the Ancillary Agreements, as applicable, as soon as reasonably practicable.

6.13. Headings. The article, section and paragraph headings contained in this EMA are for reference purposes only and shall not affect in any way the meaning or interpretation of this EMA.

6.14. Survival of Covenants. Except as expressly set forth in this EMA, the covenants, representations and warranties and other agreements contained in this EMA, and Liability for the breach of any obligations contained herein, shall survive the Separation and the Distribution and shall remain in full force and effect in accordance with its terms.

6.15. Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this EMA shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this EMA shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

6.16. Dispute Resolution. The dispute resolution procedures set forth in Article VII of the Separation and Distribution Agreement shall apply to any dispute, controversy or claim arising out of or relating to this EMA.

6.17. Specific Performance. Subject to Article VII of the Separation and Distribution Agreement, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this EMA, the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief (on an interim or permanent basis) in respect of its rights or their rights under this EMA, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at Law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any Action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are hereby waived by each of the Parties.

6.18. Amendments. No provisions of this EMA shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

6.19. Interpretation. In this EMA, (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this EMA as a whole (including all of the Schedules, Exhibits and Appendices hereto and thereto) and not to any particular provision of this EMA; (c) Article, Section, Schedule, Exhibit, and Appendix references are to the Articles, Sections, Schedules, Exhibits, and Appendices to this EMA unless otherwise specified; (d) unless otherwise stated, all references to any agreement shall be deemed to include the exhibits, schedules and annexes to such agreement; (e) the word “including” and words of similar import when used in this EMA shall mean “including, without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) unless otherwise specified in a particular case, the word “days” refers to calendar days; (h) references to “business day” shall mean any day other than a Saturday, a Sunday or a day on which banking institutions are generally authorized or required by law to close in the United States or San Jose, California; (i) references herein to this EMA or any other agreement contemplated herein shall be deemed to refer to this EMA or such other agreement as of the date on which it is executed and as it may be amended, modified or supplemented thereafter, unless otherwise specified; and (j) unless expressly stated to the contrary in this EMA, all references to “the date hereof,” “the date of this EMA,” “hereby” and “hereupon” and words of similar import shall all be references to November 30, 2020.

6.20. Limitations of Liability. Notwithstanding anything in this EMA to the contrary, neither Concentrix or any member of the Concentrix Group, on the one hand, nor SYNEX or any member of the SYNEX Group, on the other hand, shall be liable under this EMA to the other for any indirect, punitive, exemplary, remote, speculative or similar damages in excess of compensatory damages of the other arising in connection with the transactions contemplated hereby (other than any such Liability with respect to a Third-Party Claim).

6.21. Mutual Drafting. This EMA shall be deemed to be the joint work product of both Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable to this EMA.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Employee Matters Agreement has been duly executed and delivered by the parties hereto by their respective officers thereunto duly authorized as of the date first written above.

SYNNEX CORPORATION

By: /s/ Simon Y. Leung

Name: Simon Y. Leung

Title: Senior Vice President, General Counsel
and Corporate Secretary

CONCENTRIX CORPORATION

By: /s/ Steven L. Richie

Name: Steven L. Richie

Title: Executive Vice President, Legal

[Signature Page to Employee Matters Agreement]

SYNNEX-Concentrix Commercial Agreement

Signature Page

This SYNNEX-Concentrix Commercial Agreement is entered into, between **SYNNEX Corporation**, a Delaware Corporation, having its principal place of business at 44201 Nobel Drive, Fremont, CA 94538 ("SYNNEX"), and Concentrix Solutions Corporation, a New York Corporation, having a place of business at 44111 Nobel Drive, Fremont, CA 94538 ("Concentrix").

By signing below, the parties agree to be bound by this Agreement.

Agreed on behalf of:

Concentrix Solutions Corporation

SYNNEX Corporation

By: /s/ Steven L. Richie

By: /s/ Simon Y. Leung

Name: Steven L. Richie

Name: Simon Y. Leung

Title: EVP, Legal

Title: SVP, General Counsel & Corporate Secretary

Date: December 1, 2020

Date: December 1, 2020

SYNNEX-Concentrix Commercial Agreement

This Agreement applies to services and other items that Concentrix may supply to SYNNEX, or SYNNEX may supply to Concentrix (each, as applicable and as indicated in the relevant Statement of Work, the "Supplier" or "Customer"). The specific services or other items to be provided by Supplier will be as described in one or more Statements of Work referencing this Agreement and signed by both parties.

1. DEFINITIONS

1.1 "Affiliate" means any corporation, partnership or other business entity that controls, is controlled by, or is under common control with another entity.

1.2 "Agreement" means this SYNNEX-Concentrix Commercial Agreement.

1.3 "Deliverables" has the meaning set forth in Section 5.1(B) (Deliverables).

1.4 "Customer Materials" has the meaning set forth in Section 5.1(A) (Ownership).

1.5 "Party" and related terms. As used herein: (i) "parties" means Supplier and Customer collectively, (ii) "party" means either Supplier or Customer, as the context dictates, and (iii) "third party" or "third parties" means any person(s) or entity(ies) other than the parties.

1.6 "Required Consents" has the meaning set forth in Section 2.3 (Consents).

1.7 "Services" means the services to be provided by Supplier to Customer as expressly set forth in an SOW. "Services" also includes any services, functions, and responsibilities which are not specified in an SOW but are reasonably and necessarily required for the proper performance and provision of the Services.

1.8 "Statement(s) of Work" or "SOW(s)" means document(s), executed by both parties and referencing this Agreement, describing Services to be provided by Supplier to Customer.

1.9 "Supplier Materials" has the meaning set forth in Section 5.1(A) (Ownership).

1.10 "Term" has the meaning set forth in Section 10.1 (Term and Termination).

Terms defined in the body of the Agreement that are not used outside of the Section in which they are defined are not listed above.

2. SERVICES

2.1 Statements of Work. Services will be provided hereunder pursuant to SOW(s) executed by the parties. Each SOW shall be governed by the terms of this Agreement and shall specify details with respect to the transaction such as the Services and Deliverables (if any) to be provided by Supplier, applicable pricing, support to be provided by Customer, and the start date and delivery schedule. In the event of an inconsistency between the terms of this Agreement and those of any SOW, the provisions of this Agreement shall control. This Agreement does not commit Supplier or Customer to any particular quantity or dollar amount of Services. Any such commitments will be as set forth in the applicable SOW(s).

2.2 Change in Services. Customer or Supplier may propose changes to the Services. Any proposed changes will be provided to the other party in writing. Supplier will evaluate proposed changes and will advise Customer of any changes to price, schedule, or other terms associated with such change. Changes shall be effective only upon written agreement signed by an authorized representative of each party. Any agreed dates or timeframes for delivery of Services shall be extended by the period of any delay in commencement of Services or inability to provide Services that is not the fault of Supplier. Supplier shall be entitled to reimbursement of its reasonable costs incurred as a result of any such delay or inability caused by the acts or omissions of Customer.

2.3 Consents. Customer will ensure that (i) any information or materials provided by Customer will not violate or infringe upon the

rights of third parties; (ii) Supplier will have sufficient, free, and safe access to facilities, systems, programs products and business processes owned or otherwise accessed or used by the Customer to the extent reasonably required for performance of the Services; and (iii) any consents or approvals required in connection with such access, are obtained ((i), (ii) and (iii) collectively, "Required Consents").

2.4 Affiliates. Affiliates of SYNEX and/or Concentrix may also enter into SOW(s) under this Agreement. In this case, references to "Customer" and "Supplier" in this Agreement shall be deemed to be references to the Affiliate(s) executing the SOW.

3. FEES AND PAYMENT

3.1 Rates. Customer will pay Supplier in accordance with the billing structure and rates set forth in the SOW. Unless provided otherwise in an SOW, the rates referenced in any SOW shall be subject to an increase, not to exceed any increase in the Consumer Price Index in the relevant delivery location over the previous year, in each year after the first year of the Term of such SOW. Any such increase shall be effective upon ten (10) days' notice. To the extent applicable, an SOW may also provide for adjustment of rates based on changes in foreign exchange rates.

3.2 Expense Reimbursement. Customer will reimburse Supplier for reasonable travel, living, and other documented expenses that are incurred by Supplier personnel in connection with the performance of the SOW and approved in advance by the Customer.

3.3 Taxes, Duties, and Fees. The rates and compensation set forth in the SOW are exclusive of all applicable local, state and federal sales and use taxes, value added taxes, withholding taxes, excise taxes, duties, or any other governmental fees and taxes of whatever nature applicable to the delivery of the Services, whether now in force or enacted in the future. Customer will be responsible for and will pay when due any and all such taxes, duties, and fees (excluding taxes based on Supplier's net income).

3.4 Invoicing, Itemization, and Payment. Supplier will invoice Customer for the Services provided during each month on or before the 10th

day of the following month. Payment of invoices is due no later than thirty (30) days following the end of the month during which Services were provided ("Payable Date") Supplier will maintain records in support of its charges to the customer for at least one year after the date of the applicable invoice. If Customer wishes to dispute a charge on an invoice, Customer must identify the amount of the disputed charge and notify Supplier in writing of its dispute within a reasonable time, but in no event more than thirty (30) days of the invoice date, or the dispute shall be waived and the Services and/or associated Deliverables will be deemed accepted. Any payment not received by the Payable Date will be assessed a late payment charge of one percent (1%) per month, or the highest rate allowed by applicable law, whichever is lower. Unless otherwise agreed by the parties, invoicing and payment shall be in the currency specified in the SOW or, if no currency is specified, United States Dollars.

3.5 Initial Investments. As an accommodation to Customer, Supplier may allocate Customer's payment for certain initial investments made by Supplier in relation to Services over the Term of the applicable SOW. Any investments so allocated will be identified in the SOW. In the event an SOW is terminated prior to expiration of its Term for any reason, Customer shall pay Supplier, in addition to other amounts owed pursuant to the terms of this Agreement, the amount of any such investments that were allocated to periods after the date of termination.

4. WARRANTY

4.1 Supplier warrants that: (i) Services will be performed using reasonable care and skill and (ii) any Deliverables will conform substantially to the specifications as set forth in the applicable SOW for ninety (90) days after delivery to the Customer.

4.2 THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUPPLIER DOES NOT WARRANT UNINTERRUPTED OR ERROR

FREE PERFORMANCE OF SERVICES OR DELIVERABLES.

5. PROPRIETARY RIGHTS

5.1 Intellectual Property Rights. Except as expressly set forth herein, each party shall retain sole ownership of, and all rights to, any intellectual property of any kind previously owned or independently created by that party.

(A) Ownership. Except for Customer's rights in Deliverables as set forth in Section 5.1(B), Supplier shall own all right, title and interest in and to any software, tools, techniques, trade secrets, templates, methodologies, knowledge bases, or other intellectual property previously created or owned by Supplier or developed by Supplier outside the scope of this Agreement or in the performance of Services ("Supplier Materials"). Customer will retain all right, title and interest in any software, tools, techniques, trade secrets or, templates, methodologies, knowledge bases, other intellectual property previously created or owned by Customer, or developed by Customer outside the scope of this Agreement, that it supplies to Supplier in connection with the Services ("Customer Materials"). Customer shall obtain no rights in the Supplier Materials, except the right to use such Supplier Materials in connection with its receipt of the Services during the Term of the applicable SOW. Supplier shall obtain no rights in the Customer Materials, except the right to use such Customer Materials as necessary for the performance of the Services during the Term of the applicable SOW.

(B) Deliverables. Customer will own the copyright in any newly-created materials that are prepared for and delivered to the Customer as part of the Services and are identified in the SOW as a deliverable ("Deliverables"). To the extent any Supplier Materials previously created or owned by Supplier or developed by Supplier outside the scope of this Agreement are incorporated into any Deliverable, Customer shall receive a perpetual, non-exclusive, royalty-free license to use such Supplier Materials, as incorporated, in connection with its use of such Deliverable.

6. CONFIDENTIALITY

6.1 Confidential Information

(A) "Confidential Information" means any Customer specific terms of this Agreement or any SOW (e.g., prices, services descriptions, or other terms specific to the Customer), which shall be considered Confidential Information of both parties, and any other information that a party treats as confidential which: (i) is conspicuously marked as confidential or proprietary at the time of disclosure or (ii) if disclosed orally, is identified as confidential at the time of disclosure, and confirmed by provision to recipient of a brief written description of the information within thirty (30) days after the disclosure. Supplier performance metrics, service delivery processes, methodologies, tools, and pricing information shall be considered Supplier Confidential Information hereunder whether disclosed orally or in writing, or whether or not marked as confidential or proprietary. Confidential Information may include information of third parties (including Affiliates of a party) that the discloser is obligated to maintain in confidence.

(B) Confidential Information does not include information that: (i) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information. Confidential Information will be subject to the terms of this Section 6 for two (2) years from the date of disclosure.

6.2 Confidentiality Obligations.

(A) The receiving party shall use the same degree of care (but in no event less than a reasonable degree of care) to protect the disclosing party's Confidential Information as it uses in protecting its own information of a similar nature. Each party will limit access to the other party's Confidential Information to its and its Affiliates' employees, agents, and representatives with a need to know such information and will have a written agreement in place with such persons that provides no less than the level of protection set forth herein. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information if and to the

extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

(B) The receiving party will use the disclosing party's Confidential Information solely for the purposes of satisfying its obligations hereunder or otherwise for the benefit of the disclosing party. Each party understands that the receiving party may now or in the future develop information internally, or receive information from third parties, that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed to limit the receiving party's development of products or services that may be competitive with the products, services, processes, systems or methods contemplated by disclosed Confidential Information.

(C) Upon request of the disclosing party, the receiving party will return or certify destruction of Confidential Information that is no longer required for delivery or receipt of Services. Notwithstanding the foregoing, the receiving party may retain a copy of Confidential Information to the extent required by record retention practices or law.

7. STAFFING

Each party agrees that it will not, directly or indirectly, solicit for hire any employees of the other party that are directly involved in the activities of such other party in connection with this Agreement during the period such employees are involved in such activities and for a period of one hundred eighty (180) days thereafter.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA, THIRD PARTY CLAIMS, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT FORESEEABLE, EVEN IF

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE AMOUNT PAYABLE UNDER THE APPLICABLE SOW (OR OTHER TRANSACTION DOCUMENT) DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE MOST RECENT CLAIM.

8.2 The limitations and exclusions in Section 8.1 shall not apply to:

- (A) A party's breach of Section 7 (Staffing);
- (B) A party's misappropriation or misuse of the other party's intellectual property;
- (C) A party's obligations under Section 9 (Indemnification);
- (D) Customer's payment obligations; or
- (E) Any claim to the extent liability for such claim cannot be contractually limited under applicable law.

9. INDEMNIFICATION

9.1 General Indemnification. Each of the parties agrees that it (the "Indemnifying Party") shall indemnify the other party (the "Indemnified Party"), as set forth in this Section 9, against any and all third party claims brought or asserted against the Indemnified Party based on: (i) such third party's status as an employee or independent contractor of the Indemnifying Party or the termination of such status, except to the extent the claim arises from the acts or omissions of the Indemnified Party, (ii) bodily injury or death arising from alleged negligence or other wrongful act or omission of the Indemnifying Party or any of its employees or contractors in connection with this Agreement, or (iii) the Indemnifying Party's failure to obtain any Required Consent for which such party is responsible under this Agreement.

9.2 Intellectual Property Indemnification.

(A) Each party shall defend and indemnify the other party against liability to third parties for any claim that, in the case of Supplier, any of the Supplier Materials or Deliverables and in the case of Customer, any Customer Materials, infringe on any patents or copyrights, trade secrets, or other

proprietary rights of such third party; provided, however, that the Indemnifying Party shall have no obligation to the extent any claim arises from (i) modifications by the Indemnified Party or any party other than the Indemnifying Party; (ii) the Indemnified Party's combination, operation, or use of the Indemnifying Party's materials with products, data, or apparatus not provided by the Indemnifying Party or (iii) the Indemnified Party's failure to implement or install updates provided by the Indemnifying party.

(B) If any Supplier Materials or Deliverables are, or are likely to be, subject to a claim of infringement by a third party, Supplier may, at its option: (i) modify the Materials or Deliverables to make them non-infringing; (ii) procure for the Customer the right to continue using the Materials or Deliverables; (iii) replace the Materials or Deliverables with substantially equivalent items; or (iv) take return of the Materials or Deliverables and provide the Customer a credit of amounts paid for the returned items. As between the parties, this Section 9.2 sets forth each party's complete liability and exclusive remedy for claims infringement of a third party's intellectual property rights.

9.3 Indemnification Payments. For any claim subject to indemnification under this Section 9, the Indemnifying Party will pay:

(A) Damages that a court finally awards to such third party on account of the claim, or the amount of any settlement: (i) agreed to by the Indemnifying Party if the Indemnifying Party has assumed control of the defense of the claim or (ii) agreed in to good faith by the Indemnified Party, after reasonable notice to and consultation with the Indemnifying Party, if the Indemnifying Party has not assumed control of the defense of the claim; and

(B) Reasonable attorneys' fees and costs of investigation incurred by the Indemnified Party following its provision of the notice required under Section 9.4 and prior to the Indemnifying Party's assuming control of the defense of such claim.

9.4 Indemnification Procedures: The Indemnified Party shall give prompt written notice of any indemnifiable claim to the Indemnifying Party and shall not make any admissions of law or fact without the Indemnifying Party's written

consent. The Indemnifying Party shall have the right to conduct and control the defense of any claim for which a right to indemnity is asserted.

10. TERM AND TERMINATION

10.1 This Agreement shall be effective upon execution by the parties (including execution of a document that incorporates these terms by reference) and shall continue until terminated as set forth herein. Each SOW shall: (i) be effective on the date set forth therein or, if no date is specified, the date the SOW is executed by both parties and (ii) specify the term during which Services will be provided pursuant to the SOW ("Term"). If no term is specified in an SOW, the Term shall be deemed to be three years. Any options for extension of the Term will be set out in the applicable SOW. This Agreement or an SOW may be terminated:

(A) At any time upon the mutual written agreement of both parties;

(B) By the non-breaching party, following a material breach of this Agreement (in the case of termination of the Agreement), or the applicable SOW (in the case of termination of an SOW), by the other party and the breaching party's failure to cure such breach within thirty (30) days, or ten (10) days in the case of non-payment, of it receiving written notice of such breach;

(C) By either party upon the other party seeking an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, a composition with or assignment for the benefit of creditors, or dissolution or liquidation.

10.2 SOWs may provide for Customer's termination of the SOW prior to expiration of the applicable Term, subject to Customer's payment of applicable termination charges as stated therein.

10.3 Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Upon such termination, any SOWs then in effect under this Agreement will remain in effect and subject to the terms of this Agreement for the remainder of their respective Terms, unless otherwise terminated in accordance with the terms of this Agreement or the applicable SOW.

10.4 Effect of Termination. Supplier will cease work on terminated Services on the effective date of the termination. Supplier may provide termination assistance services, as agreed between the parties, subject to Supplier's prevailing rates for such services.

10.5 Survival. The provisions of **Sections 5** through **10** (inclusive of all subsections) shall survive any termination or expiration of this Agreement.

11. MISCELLANEOUS

11.1 Entire Agreement and Modification. This Agreement and SOWs entered into hereunder shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. No modification of this Agreement or any SOW (including any mutually agreed termination) shall be binding unless in writing and signed by an authorized representative of each party. To the extent permitted by applicable law, any reproduction of this Agreement or SOW(s) made by reliable means (e.g., photocopy or facsimile) is considered an original.

11.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party hereto shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties and obligations granted or imposed upon it under this Agreement; provided, however, either party shall have the right to assign its rights, duties and responsibilities under this Agreement to an Affiliate. Assignment of this agreement by either party to a successor organization by merger or acquisition does not require the consent of the other party. Any purported assignment in violation of this Section 11.2 shall be void.

11.3 Compliance with Laws.

(A) General. Supplier shall be responsible for complying with all laws that apply to Supplier in its capacity as a provider of the Services, including obtaining necessary approvals and permits required by such laws to perform its obligations under this Agreement. Customer shall be responsible for complying with all laws that

apply to it in connection with its receipt or use of the Services, including obtaining any necessary approvals and permits required by such laws. Customer will be responsible to ensure that Supplier's performance of Services in accordance with agreed services descriptions meets Customer's legal and regulatory requirements.

(B) Sales Support. If Services include sales support activities, Customer shall ensure that materials provided to Supplier, such as call scripts and leads, comply with applicable laws and regulations, including any required instructions or disclosures. Unless agreed otherwise in an SOW, Customer will be responsible for screening prospect lists against applicable "do not call" or similar registries, documenting individual opt-out requests in its own registry, and obtaining any necessary third party consents.

(C) Export. The parties acknowledge that certain transactions hereunder and equipment, software and technical data to be provided hereunder may be subject to export controls and sanctions laws and regulations, including those of the United States and other countries that prohibit or limit export or services for certain uses or to certain end users. Neither party shall export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such laws or regulations.

(D) Data Privacy. For purposes of data processing or any trans-border data flows that are subject to applicable data privacy laws, Customer shall be deemed the "controller" of personal information provided by Customer and shall determine the purposes and means for which such personal information may be accessed and used by Supplier. Supplier shall be deemed a "processor" of such personal information and shall process such information in accordance with the Customer's direction. To the extent the parties and/or our respective Affiliates execute data transfer agreements for purposes of compliance with applicable data privacy laws, such agreements shall be subject to the terms of, this Agreement. Customer shall be responsible for obtaining all consents from, and providing all notices to, individuals to enable Supplier to process such personal information. Customer agrees that Supplier, its Affiliates, and contractors may use Customer personnel contact information (including names, phone numbers, and e-mail

addresses) in connection with its business relationship anywhere it does business.

(E) Changes in Law. Supplier may, on written notice to Customer, adjust pricing to account for any change in law that materially affects Supplier's costs related to the services. If any such adjustments exceed, in the aggregate, 5% of the charges payable under an SOW, the parties will discuss in good faith alternatives, such as changes in delivery locations, to mitigate adjustments in price. If the parties are not able to agree on a mutually acceptable alternative, either party may terminate the affected SOW upon 90 days' prior written notice. In the event of such termination, in addition to other amounts payable hereunder, Customer will reimburse Supplier for its reasonable and actual wind-down costs.

11.4 Publicity. Supplier may refer to its relationship with Customer in internal communications and in connection with its sales and marketing activities. Otherwise, neither party grants the other the right to use its (or any of its Affiliates') trademarks, trade names, or other designations in any promotion or publication without prior written consent.

11.5 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

11.6 Force Majeure and Impairment of Performance.

(A) Except for payment obligations, neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, epidemic, accident, fire, flood, earthquake, or other act of God, act of any

governmental authority, judicial action, or other causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

(B) Supplier shall be relieved from its obligations under this Agreement to the extent performance is impaired by the Customer's failure to perform its obligations under this Agreement or by the acts or omissions of the Customer's employees or representatives.

(C) Customer is responsible for ensuring that its systems are adequately secured against unauthorized intrusion. Supplier will not be responsible for any losses or damages to the extent arising from Customer's failure to implement and maintain reasonable data security and transaction monitoring measures in systems under its control or supervision. Customer will promptly advise Supplier if it identifies any activity that may indicate an issue within any of Concentrix's systems or operations.

11.7 Relationship of the Parties. Supplier and Customer are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, fiduciary relationship, or joint venture between the parties. This Agreement does not create any right or cause of action for any third party.

11.8 Disputes. Both parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. All negotiations pursuant to this clause are confidential, will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence, and shall not be admissible in any proceeding between the parties. Except for disputes arising under **Section 5** (Proprietary Rights), **Section 6** (Confidentiality), and **Section 7** (Staffing), in the event that such good faith settlements fail, any and all disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non-performance, enforcement, operation, breach, continuance, or

termination of this Agreement shall be submitted to binding arbitration, pursuant to the Arbitration Rules of the International Chamber of Commerce ("ICC"), before a single arbitrator in the state of California. In the event the parties cannot agree on the arbitrator, then the President of the ICC (or his/her nominee) shall select an appropriate arbitrator with experience in commercial disputes related to technology services. In the event of any litigation or arbitration arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover, as part of any judgment or award, reasonable attorneys' fees and court costs.

11.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to its conflicts of laws principles, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11.10 Notices. All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt. Notices related to breach, termination, and indemnification must also be provided to the other party at the address specified on the signature page of this Agreement, if any. Additional information or requirements regarding notices may be set out in an SOW.

11.11 Waiver. The exercise or waiver, in whole or in part, of any right, remedy, or duty provided for in this Agreement will not constitute the waiver of any other right, remedy, or duty hereunder.

CONCENTRIX CORPORATION

2020 STOCK INCENTIVE PLAN

(Adopted by the Board of Directors on November 12, 2020)
(Approved by the Stockholders on November 24, 2020)

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CONCENTRIX CORPORATION
2020 STOCK INCENTIVE PLAN

SECTION 1. ESTABLISHMENT AND PURPOSE.

The Plan was adopted by the Board of Directors on November 12, 2020 and shall be effective immediately prior to the spin-off and distribution of Stock to the stockholders of SYNEX Corporation pursuant to a registration statement filed by the Company with the Securities and Exchange Commission (such effective date, the “Effective Date”). The Plan’s purpose is to enhance the Company’s ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership and other incentive opportunities.

SECTION 2. DEFINITIONS.

(a) “*Affiliate*” shall mean any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of such entity.

(b) “*Award*” shall mean any award of an Option, a SAR, a Restricted Share, a Stock Unit or a Cash-Based Award under the Plan.

(c) “*Award Agreement*” shall mean the agreement between the Company and the recipient of an Award which contains the terms, conditions and restrictions pertaining to such Award.

(d) “*Board of Directors*” or “*Board*” shall mean the Board of Directors of the Company, as constituted from time to time.

(e) “*Cash-Based Award*” shall mean an Award that entitles the Participant to receive a cash-denominated payment.

(f) “*Change in Control*” shall mean the occurrence of any of the following events:

- (i) A change in the composition of the Board of Directors occurs, as a result of which fewer than one-half of the incumbent directors are directors who either:
 - (A) Had been directors of the Company on the “look-back date” (as defined below) (the “original directors”); or
 - (B) Were elected, or nominated for election, to the Board of Directors with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or

nomination was previously so approved (the “continuing directors”);

provided, however, that for this purpose, the “original directors” and “continuing directors” shall not include any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

- (ii) Any “person” (as defined below) who by the acquisition or aggregation of securities, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company’s then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of directors (the “Base Capital Stock”); except that any change in the relative beneficial ownership of the Company’s securities by any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person’s ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person’s beneficial ownership of any securities of the Company;
- (iii) The consummation of a merger or consolidation of the Company or a Subsidiary of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization 50% or more of the voting power of the outstanding securities of each of (A) the Company (or its successor) and (B) any direct or indirect parent corporation of the Company (or its successor); or
- (iv) The sale, transfer or other disposition of all or substantially all of the Company’s assets.

For purposes of subsection (f)(i) above, the term “look-back” date shall mean the later of (1) the Effective Date and (2) the date that is 24 months prior to the date of the event that may constitute a Change in Control.

For purposes of subsection (f)(ii) above, the term “person” shall have the same meaning as when used in Sections 13(d) and 14(d) of the Exchange Act, but shall exclude (1) a trustee or other fiduciary holding securities under an employee benefit plan maintained by the Company or a Parent or Subsidiary and (2) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the Stock.

Any other provision of this Section 2(f) notwithstanding, a transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction, and a Change in Control shall not be deemed to occur if the Company files a registration statement with the Securities and Exchange Commission for the offering of securities or debt of the Company to the public.

(g) "Code" shall mean the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(h) "Committee" shall mean the Compensation Committee or such other committee as may be designated by the Board of Directors, which is authorized to administer the Plan, as described in Section 3 hereof.

(i) "Company" shall mean Concentrix Corporation, a Delaware corporation.

(j) "Consultant" shall mean an individual who is a consultant or advisor and who provides bona fide services to the Company, a Parent, a Subsidiary or an Affiliate as an independent contractor (not including service as a member of the Board of Directors) or a member of the board of directors of a Parent or a Subsidiary, in each case who is not an Employee.

(k) "Disability" shall mean any permanent and total disability as defined by Section 22(e)(3) of the Code.

(l) "Employee" shall mean any individual who is employed by the Company, a Parent, a Subsidiary or an Affiliate.

(m) "Exchange Act" shall mean the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(n) "Exercise Price" shall mean, in the case of an Option, the amount for which one Share may be purchased upon exercise of such Option, as specified in the applicable Stock Option Agreement. "Exercise Price" shall mean, in the case of a SAR, an amount, as specified in the applicable SAR Award Agreement, which is subtracted from the Fair Market Value of one Share in determining the amount payable upon exercise of such SAR.

(o) "Fair Market Value" with respect to a Share, shall mean the market price of one Share, as determined in accordance with the methodology approved by the Committee or, in the absence of such determination, as follows:

- (i) If the Stock was traded on any established stock exchange (such as the New York Stock Exchange, The Nasdaq Global Market or The Nasdaq Global Select Market) or national market system on the date in question,

then the Fair Market Value shall be equal to the closing price reported for such date by the applicable exchange or system;

- (ii) If the Stock was traded over-the-counter on the date in question, then the Fair Market Value shall be equal to the last transaction price quoted for such date by the OTC Bulletin Board or, if not so quoted, shall be equal to the mean between the last reported representative bid and asked prices quoted for such date by the principal automated inter-dealer quotation system on which the Stock is quoted or, if the Stock is not quoted on any such system, by the Pink Quote system; or
- (iii) If none of the foregoing provisions is applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate.

In all cases, the determination of Fair Market Value by the Committee shall be conclusive and binding on all persons.

- (p) “*ISO*” shall mean an employee incentive stock option described in Section 422 of the Code.
- (q) “*Nonstatutory Option*” or “*NSO*” shall mean an employee stock option that is not an ISO.
- (r) “*Option*” shall mean an ISO or Nonstatutory Option granted under the Plan and entitling the holder to purchase Shares.
- (s) “*Outside Director*” shall mean a member of the Board of Directors who is not a common-law employee of, or paid consultant to, the Company, a Parent or a Subsidiary.
- (t) “*Parent*” shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be a Parent commencing as of such date.
- (u) “*Participant*” shall mean a person who holds an Award.
- (v) “*Plan*” shall mean this 2020 Stock Incentive Plan of Concentrix Corporation, as amended from time to time.
- (w) “*Purchase Price*” shall mean the consideration for which one Share may be acquired under the Plan (other than upon exercise of an Option), as specified by the Committee.
- (x) “*Restricted Share*” shall mean a Share awarded under the Plan.
- (y) “*SAR*” shall mean a stock appreciation right granted under the Plan.

(z) “Section 409A” means Section 409A of the Code.

(aa) “Service” shall mean service as an Employee, Consultant or Outside Director, subject to such further limitations as may be set forth in the Plan or the applicable Award Agreement. Service does not terminate when an Employee goes on a bona fide leave of absence, that was approved by the Company in writing, if the terms of the leave provide for continued Service crediting, or when continued Service crediting is required by applicable law. However, for purposes of determining whether an Option is entitled to ISO status, an Employee’s employment will be treated as terminating three months after such Employee went on leave, unless such Employee’s right to return to active work is guaranteed by law or by a contract. Service terminates in any event when the approved leave ends, unless such Employee immediately returns to active work. The Company determines which leaves of absence count toward Service, and when Service terminates for all purposes under the Plan.

(ab) “Share” shall mean one share of Stock, as adjusted in accordance with Section 12 (if applicable).

(ac) “Stock” shall mean the Common Stock, par value \$0.0001, of the Company.

(ad) “Stock Unit” shall mean a bookkeeping entry representing the Company’s obligation to deliver one Share (or distribute cash) on a future date in accordance with the provisions of a Stock Unit Award Agreement.

(ae) “Subsidiary” shall mean any corporation, if the Company and/or one or more other Subsidiaries own not less than 50% of the total combined voting power of all classes of outstanding stock of such corporation. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

SECTION 3. ADMINISTRATION.

(a) *Committee Composition.* The Plan shall be administered by a Committee appointed by the Board, or by the Board acting as the Committee. The Committee shall consist of two or more directors of the Company. In addition, to the extent required by the Board, the composition of the Committee shall satisfy such requirements as the Securities and Exchange Commission may establish for administrators acting under plans intended to qualify for exemption under Rule 16b-3 (or its successor) under the Exchange Act.

(b) *Committee for Non-Officer Grants.* The Board may also appoint one or more separate committees of the Board, each composed of one or more directors of the Company who need not satisfy the requirements of Section 3(a), who may administer the Plan with respect to Employees who are not considered officers or directors of the Company under Section 16 of the Exchange Act, may grant Awards under the Plan to such Employees and may determine all terms of such grants. Within the limitations of the preceding sentence, any reference in the Plan to the Committee shall include such committee or committees appointed pursuant to the preceding sentence. To the extent permitted by applicable laws, the Board of Directors or the Committee may also authorize one or more officers of the Company to designate Employees, other than

officers under Section 16 of the Exchange Act, to receive Awards and/or to determine the number of such Awards to be received by such persons; provided, however, that the Board of Directors shall specify the total number of Awards that such officers may so award.

(c) *Committee Procedures.* The Board of Directors shall designate one of the members of the Committee as chairman. The Committee may hold meetings at such times and places as it shall determine. The acts of a majority of the Committee members present at meetings at which a quorum exists, or acts reduced to or approved in writing (including via email) by all Committee members, shall be valid acts of the Committee.

(d) *Committee Responsibilities.* Subject to the provisions of the Plan, the Committee shall have full authority and discretion to take the following actions:

- (i) To interpret the Plan and to apply its provisions;
- (ii) To adopt, amend or rescind rules, procedures and forms relating to the Plan;
- (iii) To adopt, amend or terminate sub-plans established for the purpose of satisfying applicable non-U.S. laws including qualifying for preferred tax treatment under applicable non-U.S. tax laws;
- (iv) To authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan;
- (v) To determine when Awards are to be granted under the Plan;
- (vi) To select the Participants to whom Awards are to be granted;
- (vii) To determine the type of Award and number of Shares or amount of cash to be made subject to each Award;
- (viii) To prescribe the terms and conditions of each Award, including (without limitation) the Exercise Price and Purchase Price, and the vesting or duration of the Award (including accelerating the vesting of Awards, either at the time of the Award or thereafter, without the consent of the Participant), to determine whether an Option is to be classified as an ISO or as a Nonstatutory Option, and to specify the provisions of the agreement relating to such Award;
- (ix) To amend any outstanding Award Agreement, subject to applicable legal restrictions and to the consent of the Participant if the Participant's rights or obligations would be materially impaired;
- (x) To prescribe the consideration for the grant of each Award or other right under the Plan and to determine the sufficiency of such consideration;

- (xi) To determine the disposition of each Award or other right under the Plan in the event of a Participant's divorce or dissolution of marriage;
- (xii) To determine whether Awards under the Plan will be granted in replacement of other grants under an incentive or other compensation plan of an acquired business;
- (xiii) To correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award Agreement;
- (xiv) To establish or verify the extent of satisfaction of any performance goals or other conditions applicable to the grant, issuance, exercisability, vesting and/or ability to retain any Award; and
- (xv) To take any other actions deemed necessary or advisable for the administration of the Plan.

Subject to the requirements of applicable law, the Committee may designate persons other than members of the Committee to carry out its responsibilities and may prescribe such conditions and limitations as it may deem appropriate, except that the Committee may not delegate its authority with regard to the selection for participation of or the granting of Awards under the Plan to persons subject to Section 16 of the Exchange Act. All decisions, interpretations and other actions of the Committee shall be final and binding on all Participants and all persons deriving their rights from a Participant. No member of the Committee shall be liable for any action that he has taken or has failed to take in good faith with respect to the Plan or any Award under the Plan.

(e) *Cancellation and Re-Grant of Stock Awards.* Notwithstanding any contrary provision of the Plan, neither the Board nor any Committee, nor their designees, shall have the authority to: (i) amend the terms of outstanding Options or SARs to reduce the Exercise Price thereof, or (ii) cancel outstanding Options or SARs with an Exercise Price above the current Fair Market Value per Share in exchange for another Option, SAR or other Award, unless the stockholders of the Company have previously approved such an action or such action relates to an adjustment pursuant to Section 12.

SECTION 4. ELIGIBILITY.

(a) *General Rule.* Only Employees, Consultants and Outside Directors shall be eligible for the grant of Awards. Only common-law employees of the Company, a Parent or a Subsidiary shall be eligible for the grant of ISOs.

(b) *Ten-Percent Stockholders.* An Employee who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company, a Parent or Subsidiary shall not be eligible for the grant of an ISO unless such grant satisfies the requirements of Section 422(c)(5) of the Code.

(c) *Attribution Rules.* For purposes of Section 4(b) above, in determining stock ownership, an Employee shall be deemed to own the stock owned, directly or indirectly, by or for such Employee's brothers, sisters, spouse, ancestors and lineal descendants. Stock owned, directly or indirectly, by or for a corporation, partnership, estate or trust shall be deemed to be owned proportionately by or for its stockholders, partners or beneficiaries.

(d) *Outstanding Stock.* For purposes of Section 4(b) above, "outstanding stock" shall include all stock actually issued and outstanding immediately after the grant. "Outstanding stock" shall not include shares authorized for issuance under outstanding options held by the Employee or by any other person.

(e) *Automatic Grants to Outside Directors.*

- (i) Subject to approval of the Plan by the Company's stockholders, on the date of each annual meeting of the Company's stockholders (or as soon as practicable thereafter), each Outside Director shall receive a grant of whole Restricted Shares equal to the quotient of (x) \$100,000 divided by (y) the Fair Market Value of a Share as of the grant date; provided, however, that if the date of the annual meeting falls within a trading blackout period under the Company's Insider Trading Policy, then the grant date shall be the third trading day following the expiration of the trading blackout period. The Restricted Shares granted under this Section 4(e)(i) shall vest on the first anniversary of the date of grant (or, if earlier, the date of the Company's next annual meeting of stockholders following the date of grant). Notwithstanding the foregoing, each Restricted Share granted under this Section 4(e)(i) shall become vested if a Change in Control occurs with respect to the Company during the Outside Director's Service.
- (ii) Subject to approval of the Plan by the Company's stockholders, a person who is initially elected or appointed to the Board other than on the date of an annual meeting of stockholders and who is an Outside Director at the time of such initial election or appointment shall receive on the date of such initial election or appointment (or as soon as practicable thereafter) a pro-rated grant of whole Restricted Shares, which proration shall reflect such Outside Director's partial year of service, calculated as the quotient of (x) \$100,000 divided by (y) the Fair Market Value of a Share as of the grant date multiplied by a fraction, (A) the numerator of which is the number of days from the date of such initial election or appointment through the first anniversary of the date of the preceding annual meeting of stockholders (or, in the case of grants to Outside Directors appointed prior to the Company's 2021 annual meeting of stockholders, the first anniversary of the date of the 2020 annual meeting of stockholders of SYNEX Corporation) and (B) the denominator of which is three hundred and sixty-five (365); provided, however, that if the date of the Outside

Director's initial election or appointment falls with a trading blackout period under the Company's Insider Trading Policy, then the grant date shall be the third trading day following the expiration of the trading blackout period. The Restricted Shares granted under this Section 4(e)(ii) shall vest on the first anniversary of the date of grant (or, if earlier, the date of the Company's next annual meeting of stockholders following the date of grant). Notwithstanding the foregoing, each Restricted Share granted under this Section 4(e)(ii) shall become vested if a Change in Control occurs with respect to the Company during the Outside Director's Service.

- (iii) The grant date fair value of all Awards (as determined in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) granted under the Plan to any Outside Director as compensation for services as an Outside Director during any twelve (12)-month period may not exceed \$400,000, provided that any Award granted to an Outside Director in lieu of a cash retainer pursuant to Section 14(b) will be excluded from such limit.
- (iv) The Board or the Committee may change or otherwise revise the terms of the Awards granted to Outside Directors under this Section 4(e), including, without limitation, the value of the Award, the number of Shares subject thereto or the type of Award to be granted, for Awards granted on or after the date the Board or Committee determines to make any such change or revision.

SECTION 5. STOCK SUBJECT TO PLAN.

(a) *Basic Limitation.* Shares offered under the Plan shall be authorized but unissued Shares or treasury Shares. The aggregate number of Shares authorized for issuance as Awards under the Plan shall not exceed the sum of (x) 4,000,000 Shares, plus (y) an annual increase on the first day of each fiscal year, for a period of not more than 10 years, beginning on or after December 1, 2021, in an amount equal to the lesser of (i) one percent (1.0%) of the outstanding Shares on the last day of the immediately preceding fiscal year or (ii) if the Board acts prior to the first day of the fiscal year, such lesser amount (including zero) that the Board determines for purposes of the annual increase for that fiscal year. Notwithstanding the foregoing, the number of Shares that may be delivered in the aggregate pursuant to the exercise of ISOs granted under the Plan shall not exceed 500,000 Shares plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan pursuant to Section 5(b). The limitations of this Section 5(a) shall be subject to adjustment pursuant to Section 12. The number of Shares that are subject to Awards outstanding at any time under the Plan shall not exceed the number of Shares which then remain available for issuance under the Plan. The Company shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan.

(b) *Additional Shares.* If Restricted Shares or Shares issued upon the exercise of Options are forfeited, then such Shares shall again become available for Awards under the Plan. If Stock Units, Options or SARs are forfeited or terminate for any reason before being exercised or settled, or an Award is settled in cash without the delivery of Shares to the holder, then any Shares subject to the Award shall again become available for Awards under the Plan. Only the number of Shares (if any) actually issued in settlement of Awards (and not forfeited) shall reduce the number available in Section 5(a) and the balance shall again become available for Awards under the Plan. Any Shares withheld to satisfy the grant price or Exercise Price or tax withholding obligation pursuant to any Award shall again become available for Awards under the Plan. Notwithstanding the foregoing provisions of this Section 5(b), Shares that have actually been issued shall not again become available for Awards under the Plan, except for Shares that are forfeited and do not become vested.

(c) *Substitution and Assumption of Awards.* The Committee may make Awards under the Plan by assumption, substitution or replacement of stock options, stock appreciation rights, stock units or similar awards granted by another entity (including a Parent or Subsidiary), if such assumption, substitution or replacement is in connection with an asset acquisition, stock acquisition, merger, consolidation or similar transaction involving the Company (and/or its Parent or Subsidiary) and such other entity (and/or its affiliate). The terms of such assumed, substituted or replaced Awards shall be as the Committee, in its discretion, determines is appropriate, notwithstanding limitations on Awards in the Plan. Any such substitute or assumed Awards shall not count against the Share limitation set forth in Section 5(a) (nor shall Shares subject to such Awards be added to the Shares available for Awards under the Plan as provided in Section 5(b) above), except that Shares acquired by exercise of substitute ISOs will count against the maximum number of Shares that may be issued pursuant to the exercise of ISOs under the Plan.

SECTION 6. RESTRICTED SHARES.

(a) *Restricted Share Award Agreement.* Each grant of Restricted Shares under the Plan shall be evidenced by a Restricted Share Award Agreement between the Participant and the Company. Such Restricted Shares shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Share Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards.* Restricted Shares may be sold or awarded under the Plan for such consideration as the Committee may determine, including (without limitation) cash, cash equivalents, full-recourse promissory notes, past services and future services.

(c) *Vesting.* Each Award of Restricted Shares may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Share Award Agreement. A Restricted Share Award Agreement may provide for accelerated vesting in the event of the Participant's death, Disability or retirement or other events. The Committee may determine, at the time of granting Restricted Shares or thereafter, that all or part of such Restricted Shares shall become vested in the event that a Change in Control occurs with respect to the Company.

(d) *Voting and Dividend Rights.* The holders of Restricted Shares awarded under the Plan shall have the same voting, dividend and other rights as the Company's other stockholders. A Restricted Share Award Agreement, however, may require that the holders of Restricted Shares invest any cash dividends received in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions and restrictions as the Award with respect to which the dividends were paid.

(e) *Restrictions on Transfer of Shares.* Restricted Shares shall be subject to such rights of repurchase, rights of first refusal or other restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Restricted Share Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

SECTION 7. TERMS AND CONDITIONS OF OPTIONS.

(a) *Stock Option Award Agreement.* Each grant of an Option under the Plan shall be evidenced by a Stock Option Award Agreement between the Participant and the Company. Such Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in a Stock Option Award Agreement. The Stock Option Award Agreement shall specify whether the Option is an ISO or an NSO. The provisions of the various Stock Option Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares.* Each Stock Option Award Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price.* Each Stock Option Award Agreement shall specify the Exercise Price. The Exercise Price of an ISO shall not be less than 100% of the Fair Market Value of a Share on the date of grant, except as otherwise provided in 4(b), and the Exercise Price of an NSO shall not be less than 100% of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, Options may be granted with an Exercise Price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 7(c), the Exercise Price under any Option shall be determined by the Committee in its sole discretion. The Exercise Price shall be payable in one of the forms described in Section 8.

(d) *Withholding Taxes.* As a condition to the exercise of an Option, the Participant shall make such arrangements as the Committee may require for the satisfaction of any federal, state, local or non-U.S. withholding tax obligations that may arise in connection with such exercise. The Participant shall also make such arrangements as the Committee may require for the satisfaction of any federal, state, local or non-U.S. withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option.

(e) *Exercisability and Term.* Each Stock Option Award Agreement shall specify the date when all or any installment of the Option is to become exercisable. The Stock Option Award Agreement shall also specify the term of the Option; provided that the term of an ISO

shall in no event exceed 10 years from the date of grant (five years for ISOs granted to Employees described in Section 4(b)). A Stock Option Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability, or retirement or other events and may provide for expiration prior to the end of its term in the event of the termination of the Participant's Service. Options may be awarded in combination with SARs, and such an Award may provide that the Options will not be exercisable unless the related SARs are forfeited. Subject to the foregoing in this Section 7(e), the Committee in its sole discretion shall determine when all or any installment of an Option is to become exercisable and when an Option is to expire.

(f) *Exercise of Options.* Each Stock Option Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the Option following termination of the Participant's Service with the Company and its Subsidiaries, and the right to exercise the Option of any executors or administrators of the Participant's estate or any person who has acquired such Option(s) directly from the Participant by bequest or inheritance. Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all Options issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination of Service.

(g) *Effect of Change in Control.* The Committee may determine, at the time of granting an Option or thereafter, that such Option shall become exercisable as to all or part of the Shares subject to such Option in the event that a Change in Control occurs with respect to the Company.

(h) *No Rights as a Stockholder.* A Participant shall have no rights as a stockholder with respect to any Shares covered by his Option until the date of the issuance of a stock certificate for such Shares. No adjustments shall be made, except as provided in Section 12.

(i) *Modification, Extension and Renewal of Options.* Within the limitations of the Plan, the Committee may modify, extend or renew outstanding Options or may accept the cancellation of outstanding Options (to the extent not previously exercised), whether or not granted hereunder, in return for the grant of new Options for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares, without stockholder approval. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Participant, materially impair his or her rights or obligations under such Option.

(j) *Restrictions on Transfer of Shares.* Any Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Stock Option Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

(k) *Buyout Provisions.* Except with respect to an Option whose Exercise Price exceeds the Fair Market Value of the Shares subject to the Option, the Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents an Option previously granted

or (ii) authorize a Participant to elect to cash out an Option previously granted, in either case at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 8. PAYMENT FOR SHARES.

(a) *General Rule.* The entire Exercise Price or Purchase Price of Shares issued under the Plan shall be payable in lawful money of the United States of America at the time when such Shares are purchased, except as provided in Section 8(b) through Section 8(h) below.

(b) *Surrender of Stock.* To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by surrendering, or attesting to the ownership of, Shares which have already been owned by the Participant or his or her representative. Such Shares shall be valued at their Fair Market Value on the date when the new Shares are purchased under the Plan. The Participant shall not surrender, or attest to the ownership of, Shares in payment of the Exercise Price if such action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to the Option for financial reporting purposes.

(c) *Services Rendered.* At the discretion of the Committee, Shares may be awarded under the Plan in consideration of services rendered to the Company or a Subsidiary. If Shares are awarded without the payment of a Purchase Price in cash, the Committee shall make a determination (at the time of the Award) of the value of the services rendered by the Participant and the sufficiency of the consideration to meet the requirements of Section 6(b).

(d) *Cashless Exercise.* To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Exercise Price.

(e) *Exercise/Pledge.* To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker or lender to pledge Shares, as security for a loan, and to deliver all or part of the loan proceeds to the Company in payment of the aggregate Exercise Price.

(f) *Net Exercise.* To the extent that a Stock Option Award Agreement so provides, payment may be made by a “net exercise” arrangement pursuant to which the number of Shares issuable upon exercise of the Option shall be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate Exercise Price (plus tax withholdings, if applicable) and any remaining balance of the aggregate Exercise Price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be issued shall be paid by the Participant in cash or any other form of payment permitted under the Stock Option Agreement.

(g) *Promissory Note.* To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made all or in part by delivering (on a form prescribed by the Company) a full-recourse promissory note.

(h) *Other Forms of Payment.* To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made in any other form that is consistent with applicable laws, regulations and rules.

(i) *Limitations under Applicable Law.* Notwithstanding anything herein or in a Stock Option Award Agreement or Restricted Share Award Agreement to the contrary, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

SECTION 9. STOCK APPRECIATION RIGHTS.

(a) *SAR Award Agreement.* Each grant of a SAR under the Plan shall be evidenced by a SAR Award Agreement between the Participant and the Company. Such SAR shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various SAR Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares.* Each SAR Award Agreement shall specify the number of Shares to which the SAR pertains and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price.* Each SAR Award Agreement shall specify the Exercise Price. The Exercise Price of a SAR shall not be less than 100% of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, SARs may be granted with an Exercise Price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 9(c), the Exercise Price under any SAR shall be determined by the Committee in its sole discretion.

(d) *Exercisability and Term.* Each SAR Award Agreement shall specify the date when all or any installment of the SAR is to become exercisable. The SAR Award Agreement shall also specify the term of the SAR. A SAR Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability or retirement or other events and may provide for expiration prior to the end of its term in the event of the termination of the Participant's Service. SARs may be awarded in combination with Options, and such an Award may provide that the SARs will not be exercisable unless the related Options are forfeited. A SAR may be included in an ISO only at the time of grant but may be included in an NSO at the time of grant or thereafter. A SAR granted under the Plan may provide that it will be exercisable only in the event of a Change in Control.

(e) *Effect of Change in Control.* The Committee may determine, at the time of granting a SAR or thereafter, that such SAR shall become fully exercisable as to all Common

Shares subject to such SAR in the event that a Change in Control occurs with respect to the Company.

(f) *Exercise of SARs.* Upon exercise of a SAR, the Participant (or any person having the right to exercise the SAR after his or her death) shall receive from the Company (i) Shares, (ii) cash or (iii) a combination of Shares and cash, as the Committee shall determine. The amount of cash and/or the Fair Market Value of Shares received upon exercise of a SAR shall, in the aggregate, be equal to the amount by which the Fair Market Value (on the date of surrender) of the Shares subject to the SAR exceeds the Exercise Price.

(g) *Modification, Extension or Assumption of SARs.* Within the limitations of the Plan, the Committee may modify, extend or assume outstanding SARs or may accept the cancellation of outstanding SARs (whether granted by the Company or by another issuer) in return for the grant of new SARs for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares, without stockholder approval. The foregoing notwithstanding, no modification of a SAR shall, without the consent of the holder, materially impair his or her rights or obligations under such SAR.

(h) *Buyout Provisions.* Except with respect to a SAR whose Exercise Price exceeds the Fair Market Value of the Shares subject to the SAR, the Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents a SAR previously granted, or (ii) authorize a Participant to elect to cash out a SAR previously granted, in either case at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 10. STOCK UNITS.

(a) *Stock Unit Award Agreement.* Each grant of Stock Units under the Plan shall be evidenced by a Stock Unit Award Agreement between the Participant and the Company. Such Stock Units shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Stock Unit Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards.* To the extent that an Award is granted in the form of Stock Units, no cash consideration shall be required of the Award recipients.

(c) *Vesting Conditions.* Each Award of Stock Units may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Stock Unit Award Agreement. A Stock Unit Award Agreement may provide for accelerated vesting in the event of the Participant's death, Disability or retirement or other events. The Committee may determine, at the time of granting Stock Units or thereafter, that all or part of such Stock Units shall become vested in the event that a Change in Control occurs with respect to the Company.

(d) *Voting and Dividend Rights.* The holders of Stock Units shall have no voting rights. Prior to settlement or forfeiture, any Stock Unit awarded under the Plan may, at the

Committee's discretion, carry with it a right to dividend equivalents. Such right entitles the holder to be credited with an amount equal to all cash dividends paid on one Share while the Stock Unit is outstanding. Dividend equivalents may be converted into additional Stock Units. Settlement of dividend equivalents may be made in the form of cash, in the form of Shares, or in a combination of both. Prior to distribution, any dividend equivalents which are not paid shall be subject to the same conditions and restrictions (including without limitation, any forfeiture conditions) as the Stock Units to which they attach.

(e) *Form and Time of Settlement of Stock Units.* Settlement of vested Stock Units may be made in the form of (i) cash, (ii) Shares or (iii) any combination of both, as determined by the Committee. The actual number of Stock Units eligible for settlement may be larger or smaller than the number included in the original Award, based on predetermined performance factors. Methods of converting Stock Units into cash may include (without limitation) a method based on the average Fair Market Value of Shares over a series of trading days. A Stock Unit Award Agreement may provide that vested Stock Units may be settled in a lump sum or in installments. A Stock Unit Award Agreement may provide that the distribution may occur or commence when all vesting conditions applicable to the Stock Units have been satisfied or have lapsed, or it may be deferred to any later date, subject to compliance with Section 409A. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until an Award of Stock Units is settled, the number of such Stock Units shall be subject to adjustment pursuant to Section 12.

(f) *Death of Participant.* Any Stock Unit Award that becomes payable after the Participant's death shall be distributed to the Participant's beneficiary or beneficiaries. Each recipient of a Stock Unit Award under the Plan shall designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. If no beneficiary was designated or if no designated beneficiary survives the Participant, then any Stock Units Award that becomes payable after the Participant's death shall be distributed to the Participant's estate.

(g) *Creditors' Rights.* A holder of Stock Units shall have no rights other than those of a general creditor of the Company. Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Stock Unit Award Agreement.

SECTION 11. CASH-BASED AWARDS

The Committee may, in its sole discretion, grant Cash-Based Awards to any Participant in such number or amount and upon such terms, and subject to such conditions, as the Committee shall determine at the time of grant and specify in an applicable Award Agreement. The Committee shall determine the maximum duration of the Cash-Based Award, the amount of cash which may be payable pursuant to the Cash-Based Award, the conditions upon which the Cash-Based Award shall become vested or payable, and such other provisions as the Committee shall determine. Each Cash-Based Award shall specify a cash-denominated payment amount, formula or payment ranges as determined by the Committee. Payment, if any, with respect to a Cash-

Based Award shall be made in accordance with the terms of the Award and may be made in cash or in Shares, as the Committee determines.

SECTION 12.ADJUSTMENT OF SHARES.

(a) *Adjustments.* In the event of a subdivision of the outstanding Stock, a declaration of a dividend payable in Shares, a declaration of a dividend payable in a form other than Shares in an amount that has a material effect on the price of Shares, a combination or consolidation of the outstanding Stock (by reclassification or otherwise) into a lesser number of Shares, a recapitalization, a spin-off or a similar occurrence, the Committee shall make appropriate and equitable adjustments in:

- (i) The number of Shares available for future Awards under Section 5;
- (ii) The limitations set forth in Sections 5(a);
- (iii) The number of Shares covered by each outstanding Award; and
- (iv) The Exercise Price under each outstanding Option and SAR and any Purchase Price for other outstanding Awards.

(b) *Dissolution or Liquidation.* To the extent not previously exercised or settled, Options, SARs and Stock Units shall terminate immediately prior to the dissolution or liquidation of the Company.

(c) *Reorganizations.* In the event that the Company is a party to a merger or other reorganization, outstanding Awards shall be subject to the agreement of merger or reorganization. Subject to compliance with Section 409A, such agreement shall provide for:

- (i) The continuation of the outstanding Awards by the Company, if the Company is a surviving corporation;
- (ii) The assumption of the outstanding Awards by the surviving corporation or its parent or subsidiary;
- (iii) The substitution by the surviving corporation or its parent or subsidiary of its own awards for the outstanding Awards;
- (iv) Immediate vesting, exercisability or settlement of outstanding Awards followed by the cancellation of such Awards upon or immediately prior to the effectiveness of such transaction; or
- (v) Settlement of the intrinsic value of the outstanding Awards (whether or not then vested or exercisable) in cash or cash equivalents or equity (including cash or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such Awards or the underlying Shares) followed by the cancellation of such Awards (and, for

the avoidance of doubt, if as of the date of the occurrence of the transaction the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment); in each case without the Participant's consent. Any acceleration of payment of an amount that is subject to Section 409A will be delayed, if necessary, until the earliest time that such payment would be permissible under Section 409A without triggering any additional taxes applicable under Section 409A.

The Company will have no obligation to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

(d) *Reservation of Rights.* Except as provided in this Section 12, a Participant shall have no rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend or any other increase or decrease in the number of shares of stock of any class. Any issue by the Company of shares of stock of any class or securities convertible into shares of stock of any class shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price or Purchase Price of Shares subject to an Award. The grant of an Award pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets.

SECTION 13. DEFERRAL OF AWARDS.

(a) *Committee Powers.* Subject to compliance with Section 409A, the Committee (in its sole discretion) may permit or require a Participant to:

- (i) Have cash that otherwise would be paid to such Participant as a result of the exercise of a SAR or the settlement of Stock Units credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books;
- (ii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR converted into an equal number of Stock Units; or
- (iii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR or the settlement of Stock Units converted into amounts credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books. Such amounts shall be determined by reference to the Fair Market Value of such Shares as of the date when they otherwise would have been delivered to such Participant.

(b) *General Rules.* A deferred compensation account established under this Section 13 may be credited with interest or other forms of investment return, as determined by the Committee. A Participant for whom such an account is established shall have no rights other than those of a general creditor of the Company. Such an account shall represent an unfunded and unsecured obligation of the Company and shall be subject to the terms and conditions of the applicable agreement between such Participant and the Company. If the deferral or conversion of Awards is permitted or required, the Committee (in its sole discretion) may establish rules, procedures and forms pertaining to such Awards, including (without limitation) the settlement of deferred compensation accounts established under this Section 13.

SECTION 14. AWARDS UNDER OTHER PLANS.

The Company may grant awards under other plans or programs. Such awards may be settled in the form of Shares issued under the Plan. Such Shares shall be treated for all purposes under the Plan like Shares issued in settlement of Stock Units and shall, when issued, reduce the number of Shares available under Section 5.

SECTION 15. LEGAL AND REGULATORY REQUIREMENTS.

Shares shall not be issued under the Plan unless the issuance and delivery of such Shares complies with (or is exempt from) all applicable requirements of law, including (without limitation) the United States Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations and the regulations of any stock exchange on which the Company's securities may then be listed, and the Company has obtained the approval or favorable ruling from any governmental agency which the Company determines is necessary or advisable. The Company shall not be liable to a Participant or other persons as to: (a) the non-issuance or sale of Shares as to which the Company has not obtained from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares under the Plan; and (b) any tax consequences expected, but not realized, by any Participant or other person due to the receipt, exercise or settlement of any Award granted under the Plan.

SECTION 16. TAXES.

(a) *Withholding Taxes.* To the extent required by applicable federal, state, local or non-U.S. law, a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with the Plan. The Company shall not be required to issue any Shares or make any cash payment under the Plan until such obligations are satisfied.

(b) *Share Withholding.* The Committee may permit a Participant to satisfy all or part of his or her withholding or income tax obligations by having the Company withhold all or a portion of any Shares that otherwise would be issued to him or her or by surrendering all or a portion of any Shares that he or she previously acquired. Such Shares shall be valued at their Fair Market Value on the date when taxes otherwise would be withheld in cash. In no event may

a Participant have Shares withheld that would otherwise be issued to him or her in excess of the number necessary to satisfy the maximum legally required tax withholding.

(c) *Section 409A.* Each Award that provides for “nonqualified deferred compensation” within the meaning of Section 409A shall be subject to such additional rules and requirements as specified by the Committee from time to time in order to comply with Section 409A. If any amount under such an Award is payable upon a “separation from service” (within the meaning of Section 409A) to a Participant who is then considered a “specified employee” (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the Participant’s separation from service, or (ii) the Participant’s death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. In addition, the settlement of any such Award may not be accelerated except to the extent permitted by Section 409A.

SECTION 17. LIMITATION ON PARACHUTE PAYMENTS.

(a) *Scope of Limitation.* This Section 17 shall apply to an Award only if the independent auditors most recently selected by the Board or such other independent advisor or consultant selected by the Board or the Committee (the “Advisor”) determine that the after-tax value of such Award to the Participant, taking into account the effect of all federal, state and local income taxes, employment taxes and excise taxes applicable to the Participant (including the excise tax under Section 4999 of the Code) would be greater after the application of this Section 17 than it was before application of this Section 17.

(b) *Basic Rule.* In the event that the Advisor determines that any payment or transfer by the Company under the Plan to or for the benefit of a Participant (a “Payment”) would be nondeductible by the Company for federal income tax purposes because of the provisions concerning “excess parachute payments” in Section 280G of the Code, then the aggregate present value of all Payments shall be reduced (but not below zero) to the Reduced Amount. For purposes of this Section 17, the “Reduced Amount” shall be the amount, expressed as a present value, which maximizes the aggregate present value of the Payments without causing any Payment to be nondeductible by the Company because of Section 280G of the Code.

(c) *Reduction of Payments.* If the Advisor determines that any Payment would be nondeductible by the Company because of Section 280G of the Code, then the Company shall promptly give the Participant notice to that effect and a copy of the detailed calculation thereof and of the Reduced Amount, and the Participant may then elect, in his or her sole discretion, which and how much of the Payments shall be eliminated or reduced (as long as after such election the aggregate present value of the Payments equals the Reduced Amount) and shall advise the Company in writing of his or her election within 10 days of receipt of notice. If no such election is made by the Participant within such 10-day period, then the Company may elect which and how much of the Payments shall be eliminated or reduced (as long as after such election the aggregate present value of the Payments equals the Reduced Amount) and shall notify the Participant promptly of such election. For purposes of this Section 17, present value shall be determined in accordance with Section 280G(d)(4) of the Code. All determinations

made by the Advisor under this Section 17 shall be binding upon the Company and the Participant and shall be made within 60 days of the date when a Payment becomes payable or transferable. As promptly as practicable following such determination and the elections hereunder, the Company shall pay or transfer to or for the benefit of the Participant such amounts as are then due to him or her under the Plan and shall promptly pay or transfer to or for the benefit of the Participant in the future such amounts as become due to him or her under the Plan.

(d) *Related Corporations.* For purposes of this Section 17, the term “Company” shall include affiliated corporations to the extent determined by the Advisor in accordance with Section 280G(d)(5) of the Code.

SECTION 18. TRANSFERABILITY.

Unless the agreement evidencing an Award (or an amendment thereto authorized by the Committee) expressly provides otherwise, no Award granted under the Plan, nor any interest in such Award, may be sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred in any manner (prior to the vesting and lapse of any and all restrictions applicable to Shares issued under such Award), other than by will or the laws of descent and distribution; provided, however, that an ISO may be transferred or assigned only to the extent consistent with Section 422 of the Code. Any purported assignment, transfer or encumbrance in violation of this Section 18 shall be void and unenforceable against the Company.

SECTION 19. PERFORMANCE BASED AWARDS.

The number of Shares, amount of cash or other benefits granted, issued, retainable and/or vested under an Award may be made subject to the attainment of performance goals. The Committee may utilize any performance criteria selected by it in its sole discretion to establish performance goals.

SECTION 20. NO EMPLOYMENT RIGHTS.

No provision of the Plan, nor any Award granted under the Plan, shall be construed to give any person any right to become, to be treated as, or to remain an Employee or Consultant. The Company and its Subsidiaries reserve the right to terminate any person’s Service at any time and for any reason, with or without notice.

SECTION 21. DURATION AND AMENDMENTS.

(a) *Term of the Plan.* The Plan, as set forth herein, shall come into existence on the date of its adoption by the Board of Directors; provided, however, that no Award may be granted hereunder prior to the Effective Date. The Board of Directors may suspend or terminate the Plan at any time. No ISOs may be granted after the tenth anniversary of the earlier of (i) the date the Plan is adopted by the Board of Directors, or (ii) the date the Plan is approved by the stockholders of the Company.

(b) *Right to Amend the Plan.* The Board of Directors may amend the Plan at any time and from time to time. Rights and obligations under any Award granted before amendment of the Plan shall not be materially impaired by such amendment, except with the consent of the Participant. An amendment of the Plan shall be subject to the approval of the Company's stockholders only to the extent required by applicable laws, regulations or rules.

(c) *Effect of Termination.* No Awards shall be granted under the Plan after the termination thereof. The termination of the Plan shall not affect Awards previously granted under the Plan.

SECTION 22. AWARDS TO NON-U.S. PARTICIPANTS.

Awards may be granted to Participants who are non-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, currency or tax policy or custom. The Committee also may impose conditions on the exercise, vesting or settlement of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

SECTION 23. CANCELLATION OR CLAWBACK OF AWARDS.

The Committee shall have full authority to implement any policies and procedures necessary to comply with Section 10D of the Exchange Act and any other regulatory regimes, to the extent applicable. Notwithstanding anything to the contrary contained herein, any Awards granted under the Plan (including any amounts or benefits arising from such Awards) shall be subject to any clawback or recoupment arrangements or policies the Company has in place from time to time, pursuant to which the Committee may, to the extent permitted by applicable law and stock exchange rules or the applicable Company arrangement or policy, and shall, to the extent required thereunder, cancel or require reimbursement of any Awards granted to a Participant or any Shares issued or cash received upon vesting, exercise or settlement of any such Awards or sale of Shares underlying such Awards.

SECTION 24. GOVERNING LAW.

The Plan and each Award Agreement and all disputes or controversies arising out of or relating to thereto shall be governed by, and construed in accordance with, the internal laws of Delaware as to matters within the scope thereof, and as to all other matters, the internal laws of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of any state.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12(c).

SECTION 26. EXECUTION.

To record the adoption of the Plan by the Board of Directors, the Company has caused its authorized officer to execute the same.

CONCENTRIX CORPORATION

By /s/ Steven L. Richie

Name Steven L. Richie

Title Executive Vice President, Legal

CONCENTRIX CORPORATION
CHANGE OF CONTROL SEVERANCE PLAN

Effective as of December 1, 2020

Concentrix Corporation (including any “Successor Entity” as defined in Section 5, the “Company”) adopts this Change of Control Severance Plan (this “Plan”) with the intent of assuring that it and its direct and indirect subsidiaries will have the benefit of continuity of management in the event of any actual or threatened change of control. Certain capitalized terms used in this Plan are defined in Section 1 below.

1. Definitions of Terms. The following terms referred to in this Plan shall have the following meanings:

(a) Average Compensation. “Average Compensation” means the average of a Participant’s gross annual compensation, exclusive of any income relating to Company stock, as reported on the Participant’s W-2 for the three most recent years ending on or before the Date of Termination (excluding any such year in which the Participant was not employed, and annualizing compensation for any such year in which Participant was employed a partial year). “Average Monthly Compensation” means one-twelfth (1/12) of Average Compensation.

(b) Cause. “Cause” means (i) commission of a felony, an act involving moral turpitude, or an act constituting common law fraud, and which has a material adverse effect on the business or affairs of the Company or its affiliates or stockholders; (ii) intentional or willful misconduct or refusal to follow the lawful instructions of the Board of Directors of the Company (the “Board”); or (iii) intentional breach of Company confidential information obligations which has an adverse effect on the Company or its affiliates or stockholders. For these purposes, no act or failure to act shall be considered “intentional or willful” unless it is done, or omitted to be done, in bad faith without a reasonable belief that the action or omission is in the best interests of the Company.

(c) Change of Control. “Change of Control” means the occurrence of any of the following events:

(i) A change in the composition of the Board occurs, as a result of which fewer than one-half of the incumbent directors are directors who either:

(A) Had been directors of the Company on the “look-back date” (as defined below) (the “original directors”); or

(B) Were elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or nomination was previously so approved (the “continuing directors”); or

(ii) Any “person” (as defined below) who by the acquisition or aggregation of securities, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company’s then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of directors (the “Base Capital Stock”); except that any change in the relative beneficial ownership of the Company’s securities by any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person’s ownership of securities, shall be disregarded until such

person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(iii) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization 50% or more of the voting power of the outstanding securities of each of (A) the continuing or surviving entity and (B) any direct or indirect parent corporation of such continuing or surviving entity; or

(iv) The sale, transfer or other disposition of all or substantially all of the Company's assets.

For purposes of subsection (c)(i) above, the term "look-back" date shall mean the later of (1) December 1, 2020 or (2) the date 24 months prior to the date of the event that may constitute a Change of Control.

For purposes of subsection (c)(ii) above, the term "person" shall have the same meaning as when used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, but shall exclude (1) a trustee or other fiduciary holding securities under an employee benefit plan maintained by the Company or a parent or subsidiary of the Company and (2) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the common stock of the Company.

Any other provision of this Section 1(c) notwithstanding, a transaction shall not constitute a Change of Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(d) Involuntary Termination. "Involuntary Termination" means:

(i) without such Participant's express written consent, a reduction of the Participant's title, authority, duties, position or responsibilities relative to the Participant's title, authority, duties, position or responsibilities in effect immediately prior to such reduction;

(ii) without such Participant's express written consent, a reduction by the Company of the Participant's base salary or bonus opportunity as in effect immediately prior to such reduction;

(iii) without such Participant's express written consent, the relocation of the Participant's principal place of employment to a facility or a location more than fifty (50) miles from his or her current location;

(iv) without such Participant's express written consent, any purported termination of the Participant by the Company which is not effected for Cause or by reason of death or disability; or

(v) the failure of the Company to obtain the assumption of this Plan by any successors contemplated in Section 5 below.

(e) Termination Date. "Termination Date" means the effective date of any notice of termination of the Participant's employment.

2. Eligibility. Those employees of the Company who have the title of Executive Vice President, Senior Vice President, Group Vice President or Vice President and whose principal place of employment

is in the United States (each, a “Participant”) shall be eligible for benefits, subject to the terms and conditions of the Plan, until the date he or she ceases to be employed in such position by the Company; provided, that a Participant who ceases to be employed by the Company under circumstances giving rise to benefits under the Plan shall continue to be treated as a Participant with respect to such benefits until they have been paid or provided in full.

3. At-Will Employment. Each Participant’s employment is and shall continue to be at-will, as defined under applicable law.

4. Severance Benefits.

(a) Involuntary Termination in Connection with a Change of Control. If a Participant’s employment with the Company terminates as a result of an Involuntary Termination at any time within twelve (12) months after a Change of Control or within two (2) months on or before a Change of Control, and such Participant signs and does not revoke a standard release of claims with the Company in a form acceptable to the Company, then in lieu of any other severance benefits to which the Participant may be entitled under any Company plan or policy, such Participant shall be entitled to the following severance benefits:

(i) in the case of a Participant who is an Executive Vice President of the Company (each, a “Level 1 Participant”), salary continuation for eighteen (18) months at such Participant’s rate of Average Monthly Compensation, plus an additional month for each year of service completed by the Participant in excess of eighteen (18) years, subject to a maximum of twenty-four (24) months of Average Monthly Compensation, less applicable withholding;

(ii) in the case of a Participant who is a Senior Vice President of the Company (each, a “Level 2 Participant”), salary continuation for twelve (12) months at such Participant’s rate of Average Monthly Compensation, plus an additional month for each year of service completed by the Participant in excess of twelve (12) years, subject to a maximum of eighteen (18) months of Average Monthly Compensation, less applicable withholding;

(iii) in the case of a Participant who is a Group Vice President or a Vice President of the Company (each, a “Level 3 Participant”), salary continuation for three (3) months at such Participant’s rate of Average Monthly Compensation, plus an additional month for each year of service completed by the Participant in excess of three (3) years, subject to a maximum of twelve (12) months of Average Monthly Compensation, less applicable withholding; and

(iv) reimbursement by the Company of the group health continuation coverage premiums for the Participant and the Participant’s eligible dependents under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended or comparable provisions of state law (“COBRA”) for (A) twenty-four (24) months from the Termination Date in the case of a Level 1 Participant (provided that reimbursement after eighteen (18) months shall be based upon the most recent premium rate then in effect, if COBRA is not available after eighteen (18) months), (B) twelve (12) months from the Termination Date in the case of a Level 2 Participant or (C) six (6) months from the Termination Date in the case of a Level 3 Participant; provided, however, that the Company’s obligations shall terminate when the Participant becomes covered under another group health plan, and that each Participant will be solely responsible for electing such COBRA coverage within the required time period.

(b) Accrued Wages and Vacation; Expenses. Without regard to the reason for, or the timing of, a Participant’s termination of employment: (i) the Company shall pay such Participant any unpaid wages due for periods prior to the Termination Date; (ii) the Company shall pay such Participant all of the Participant’s accrued and unused vacation through the Termination Date; and (iii) following submission

of proper expense reports by the Participant, the Company shall reimburse such Participant for all expenses reasonably and necessarily incurred by the Participant in connection with the business of the Company prior to the Termination Date. These payments shall be made promptly upon termination and within the period of time mandated by law.

(c) Section 409A. The receipt of any severance benefits pursuant to Section 4(a) will be subject to the Participant signing and not revoking a standard release of claims with the Company in a form acceptable to the Company within such period of time as the Company may require, but not to exceed 60 days following the later of the Participant's termination of employment or the Change of Control. Subject to the foregoing sentence, any severance benefits due pursuant to this Agreement will commence to be paid or provided on or before the 90th day following the later of the Participant's termination of employment or the Change of Control, as determined in the sole discretion of the Company.

In addition, the provisions of this Plan which require the commencement of payments or benefits subject to Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") upon a termination of employment shall be interpreted to require that the Participant have a "separation from service" with the Company (as such term is defined in Treasury Regulations issued under Section 409A), and notwithstanding anything in the Plan to the contrary, the Company shall delay the commencement of payments or benefits until the earlier of (i) the first day after the six-month anniversary of the date of the Participant's separation from service, or (ii) the date of the Participant's death, if the Company in good faith determines that the Participant is a "specified employee" (as such term is defined under Code Section 409A) at the time of such separation from service and that such delayed commencement is otherwise required in order to avoid a prohibited distribution under Section 409A of the Code. Upon the expiration of the deferral period, all payments and benefits deferred pursuant to this Section 4(c) shall be paid or reimbursed to the Participant in a lump sum, and any remaining payments and benefits due under the Plan shall be paid or provided in accordance with the normal payment dates specified for them herein. Any series of payments or benefits provided under the Plan shall for all purposes of Code Section 409A be treated as a series of separate payments and not as a single payment. The provisions of this Section 4(c) are intended to comply with Code Section 409A and shall be interpreted consistent therewith.

5. Successors.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the Company's obligations under this Plan and agree expressly to perform the Company's obligations under this Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Plan, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Plan by operation of law.

(b) Participant's Successors. Without the written consent of the Company, a Participant shall not assign or transfer this Plan or any right or obligation under this Plan to any other person or entity. Notwithstanding the foregoing, the terms of this Plan and all rights of a Participant hereunder shall inure to the benefit of, and be enforceable by, a Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

6. Notices.

(a) General. Notices and all other communications contemplated by this Plan shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or

certified mail, return receipt requested and postage prepaid. In the case of a Participant, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(b) Notice of Termination. Any termination by the Company for Cause or by a Participant as a result of an Involuntary Termination shall be communicated by a notice of termination given in accordance with this Section 6. Such notice shall indicate the specific termination provision in this Plan relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the Termination Date (which shall be not more than thirty (30) days after the giving of such notice).

7. Miscellaneous Provisions.

(a) Payment Obligations Absolute. Upon termination of employment described in Section 4, the Company's obligations to pay the severance benefits described in Section 4 shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against any Participant. In no event shall a Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to a Participant under any of the provisions of the Plan.

(b) Limited Effect. Nothing herein or in any Plan Agreement shall be construed as giving any Participant a right of continued employment or as limiting the Employer's right to terminate a Participant's employment, subject, in the case of any such termination described in Section 4, to the payment of the benefits described in Section 4.

(c) Amendment and Termination. The Board may amend or terminate the Plan at any time prior to a Change of Control by resolution adopted by at least two-thirds of the Board; provided, however, that no such amendment or termination shall reduce the benefits previously earned by a Participant without his or her express written consent.

(d) Withholding. All payments and benefits hereunder shall be subject to reduction for applicable tax withholdings.

(e) Choice of Law. The validity, interpretation, construction and performance of this Plan shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of California.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Plan shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

* * * * *

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To record the adoption of the Plan by the Board, the Company has caused its authorized officer to execute the same.

Concentrix Corporation

By: /s/ Steven L. Richie

Name: Steven L. Richie

Title: Executive Vice President, Legal

Date: December 1, 2020



Concentrix Completes Spin-Off from SYNEX, Debuts on the NASDAQ as Independent, Publicly Traded Company

Fremont, Calif., December 1, 2020 – Concentrix Corporation (NASDAQ: CNXC), a leading global provider of customer experience (CX) solutions and technology, announced today that it has completed its separation from SYNEX Corporation (NYSE: SNX) and is now an independent, publicly traded company listed on the NASDAQ stock market under the ticker symbol “CNXC”.

“As a leading global provider of CX solutions and technology, we are truly excited to celebrate our listing day and start this next exciting chapter,” said Chris Caldwell, President and CEO of Concentrix. “Operating as an independent company will allow us to accelerate innovations and make additional investments that drive higher value for our clients, their customers, and our shareholders.”

Moving forward, Concentrix is well-positioned to deliver innovative CX solutions and technology that drive valued experiences for our clients around the world. With approximately \$4.7 billion in annual revenue and a differentiated portfolio of solutions, Concentrix supports over 95 Global Fortune 500 clients and over 90 disruptive, high-growth clients across 275+ global locations, delivering a consistent brand experience across all channels.

“I am thrilled to work with such a groundbreaking organization at this pivotal moment in its history, and I can’t wait to see what the future holds as I work together with Chris and the rest of the Board to drive growth and long-term value for clients, shareholders, and the industry,” said Kathryn Marinello, Concentrix’ first Chairperson of the Board.

Under the terms of the separation, on December 1, 2020, stockholders who held SYNEX common stock at the close of business on November 17, 2020—the Record Date—received a distribution of one Concentrix common share for every share of SYNEX common stock held. No fractional shares of Concentrix were distributed.

Since November 16, 2020, Concentrix shares have traded on a when-issued basis on the NASDAQ under the symbol “CNXCV”, permitting investors to trade the right to receive Concentrix shares in the distribution. When-issued trading of Concentrix common shares ended at the close of the market on November 30, 2020. Starting today, the regular-way trading of Concentrix common stock on the NASDAQ commenced under the symbol “CNXC”.

About Concentrix

Concentrix Corporation (Nasdaq: CNXC), is a leading technology-enabled global business services company specializing in customer engagement and improving business performance for some of the world’s best brands including over 95 Global Fortune 500 clients and over 90 global disruptor clients. Every day, from more than 40 countries and across 6 continents, our staff delivers next generation customer experience and helps companies better connect with their customers. We create better business

outcomes and help differentiate our clients through technology, design, data, process, and people. Concentrix provides services to clients in our key industry verticals: technology & consumer electronics; retail, travel & ecommerce; banking, financial services & insurance; healthcare; communications & media; automotive; and energy & public sector. We are Different by Design. Visit concentrix.com to learn more.

Safe Harbor Statement

This news release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements include, but are not limited to, statements regarding the Company's expected future financial condition, results of operations, cash flows, leverage, liquidity, business strategy, competitive position, acquisition opportunities, capital allocation and dividend plans, growth opportunities, market forecasts and statements that include words such as believe, expect, may, will, provide, could and should and other similar expressions. These forward-looking statements are inherently uncertain and involve substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Risks and uncertainties include, among other things: risks related to general economic conditions, including uncertainty related to the COVID-19 pandemic and its impact on the global economy; the level of outsourced business services; the level of business activity of the Company's clients and the market acceptance and performance of their products and services; consolidation of the Company's competitors; competitive conditions in the Company's industry; currency exchange rate fluctuations; variability in demand by the Company's clients or the early termination of the Company's client contracts; competition in the customer experience solutions industry; political and economic stability in the countries in which the Company operates; the outbreak of communicable disease or other public health crises; cyberattacks on the Company's networks and information technology systems; the inability to protect personal and proprietary information; increases in the cost of labor; the operability of the Company's communication services and information technology systems and networks; changes in law, regulations or regulatory guidance; investigative or legal actions; the loss of key personnel; natural disasters, adverse weather conditions, terrorist attacks, work stoppages or other business disruptions; and other factors contained in the Company's Registration Statement on Form 10 filed with the Securities and Exchange Commission and subsequent SEC filings. The Company does not undertake a duty to update forward-looking statements, which speak only as of the date on which they are made.

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