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update or otherwise revise or reconcile the Convergys financial projections to reflect circumstances existing after the date the Convergys financial projections were generated or to reflect the occurrence of future events, even in the event that any or all of the assumptions underlying these projections are shown to be in error.

Convergys and SYNNEX may calculate certain non-GAAP financial metrics, including adjusted EBITDA and adjusted free cash flow, using different methodologies. Consequently, the financial metrics presented in each company s prospective financial information disclosures and in the sections of this joint proxy statement/prospectus with respect to the opinions of the financial advisors to Convergys and SYNNEX may not be directly comparable to one another.

Convergys has not made and makes no representation to SYNNEX or any of its stockholders, in the merger agreement or otherwise, concerning the Convergys financial projections or regarding Convergys ultimate performance compared to the information contained in the Convergys financial projections or that the projected results will be achieved. Convergys urges all shareholders to review Convergys most recent SEC filings for a description of Convergys reported financial results.

Convergys Base Case Projections. The following is a summary of the unaudited Convergys prospective financial information for calendar years 2018 through 2022 that was prepared by Convergys management to reflect Convergys 2018 budget and a base case assumption regarding year-over-year revenue growth in 2019 and 2020, as well as numerous other variables and assumptions, including those discussed above, which are referred to in this joint proxy statement/prospectus as the Convergys base case projections. The Convergys base case projections were prepared by Convergys management in March 2018, and included budgeted numbers for 2018, as well as projected numbers for 2019 through 2022. The Convergys base case projections are based solely on the information available to Convergys management at those times. The Convergys base case projections do not give effect to the mergers.

The Convergys base case projections were provided to Convergys board of directors and its financial advisor, Centerview. The Convergys base case projections of revenue and adjusted EBITDA, for calendar year 2018 only, were also provided to SYNNEX and its financial advisor, BofA Merrill Lynch. The following table presents a summary of the Convergys base case projections, as prepared by Convergys management, with all figures rounded to the nearest million.

(Dollars in millions)	**2018E[(1)]**	**2019E**	**2020E**	**2021E**	**2022E**
Revenue	$ 2,690	$ 2,717	$ 2,785	$ 2,854	$ 2,926
Adjusted EBITDA[(2)]	$ 340	$ 349	$ 363	$ 372	$ 381
Adjusted Free Cash Flow[(3)]	$ 185	$ 215	$ 210	$ 217	$ 224

(1) The budgeted numbers for 2018 that were included in the Convergys base case projections that were provided in March 2018 to Convergys' board of directors and its financial advisor, Centerview, and later, to SYNNEX and its financial advisor, BofA Merrill Lynch, were updated in June 2018 to take into account actual results, to the extent then known. These updated numbers for 2018 reflected (a) estimated revenue of $2,714 million and (b) estimated adjusted EBITDA of $335 million. An updated estimated 2018 adjusted free cash flow of $183 million was also provided to Convergys' board of directors and Centerview.

(2) Adjusted EBITDA is a non-GAAP financial measure that Convergys' management uses to monitor and evaluate the performance of Convergys' business. Convergys' management defines adjusted EBITDA as EBITDA – which represents income from continuing operations, net of tax, plus interest expense, tax expense, depreciation and amortization – excluding certain acquisition-related costs and other discrete items, including pension settlement charges and charges associated with company-wide restructuring initiatives.

(3)

Adjusted free cash flow is a non-GAAP financial measure that Convergys' management uses to monitor and evaluate the performance of Convergys' business. Convergys' management defines adjusted free cash flow as free cash flow – which represents cash flows from operations less capital expenditures (net of proceeds from disposal) – excluding certain acquisition-related cash payments associated with investment activity.

Convergys Alternative Projections. The following is a summary of the unaudited Convergys prospective financial information for calendar years 2018 through 2022 that was prepared by Convergys management to reflect more optimistic assumptions regarding year-over-year revenue growth in 2019 and 2020, as well as numerous other variables and assumptions, including those discussed above, which are referred to in this joint

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proxy statement/prospectus as the Convergys alternative projections. The Convergys alternative projections were prepared by Convergys management in March 2018, and are based solely on the information available to Convergys management at that time. The Convergys alternative projections do not give effect to the mergers.

The Convergys alternative projections for calendar years 2018 through 2020 only were also provided to SYNNEX and its financial advisor, BofA Merrill Lynch. The Convergys alternative projections for calendar years 2018 through 2022 were provided to Convergys board of directors and its financial advisor, Centerview. The following table presents a summary of the Convergys alternative projections, as prepared by Convergys management, with all figures rounded to the nearest million.

(Dollars in millions)	2018E[1]	2019E	2020E	2021E	2022E
Revenue	$ 2,710	$ 2,780	$ 2,880	$ 2,975	$ 3,064
Adjusted EBITDA[2]	$ 345	$ 360	$ 380	$ 399	$ 417
Adjusted Free Cash Flow[3]	$ 185	$ 195	$ 210	$ 226	$ 242

(1) In June 2018, Convergys provided updated projections for 2018 to SYNNEX and its financial advisor, BofA Merrill Lynch, to take into account actual results, to the extent then known. These updated numbers for 2018 reflected (a) estimated revenue of $2,714 million and (b) estimated adjusted EBITDA of $335 million.

(2) Adjusted EBITDA is a non-GAAP financial measure that Convergys' management uses to monitor and evaluate the performance of Convergys' business. Convergys' management defines adjusted EBITDA as EBITDA – which represents income from continuing operations, net of tax, plus interest expense, tax expense, depreciation and amortization – excluding certain acquisition-related costs and other discrete items, including pension settlement charges and charges associated with company-wide restructuring initiatives.

(3) Adjusted free cash flow is a non-GAAP financial measure that Convergys' management uses to monitor and evaluate the performance of Convergys' business. Convergys' management defines adjusted free cash flow as free cash flow – which represents cash flows from operations less capital expenditures (net of proceeds from disposal) – excluding certain acquisition-related cash payments associated with investment activity.

General

Important factors that may affect actual results and cause Convergys financial projections not to be achieved include risks and uncertainties relating to Convergys businesses (including its ability to achieve its strategic goals, objectives and targets over applicable periods; the customer management industry; the regulatory environment; general business and economic conditions; and other factors described under Risk Factors and Cautionary Statement Regarding Forward-Looking Statements, as well as the risk factors with respect to Convergys business contained in its most recent SEC filings, which readers are urged to review, which may be found as described under Where You Can Find More Information). In addition, Convergys financial projections cover multiple future years, and such information by its nature is less reliable in predicting each successive year. Convergys financial projections also do not take into account any circumstances or events occurring after the date on which they were prepared and do not give effect to the transactions contemplated by the merger agreement, including the mergers, and also do not take into account the effect of any failure of the mergers to be completed. Convergys financial projections also reflect assumptions as to certain business decisions that are subject to change. As a result, actual results may differ materially from those contained in Convergys financial projections. Accordingly, there can be no assurance that Convergys financial projections will be realized or that actual results will not be significantly lower than projected.

The inclusion of Convergys financial projections in this joint proxy statement/prospectus should not be regarded as an indication that any of Convergys or its affiliates, advisors or representatives considered Convergys financial projections to be predictive of actual future events, and Convergys financial projections should not be relied on as such. None of Convergys or its affiliates, advisors, officers, employees, directors or representatives can give you any assurance that actual results will not differ from Convergys financial

projections, and none of those persons undertakes any obligation to update or otherwise revise or reconcile Convergys financial projections to reflect circumstances existing after the date Convergys financial projections were prepared or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying Convergys financial projections are shown to be in error. Convergys does not intend to publicly update or make any other revision to Convergys financial projections. None of Convergys or any of its affiliates, advisors, officers, employees, directors or representatives has made or makes any representation to any SYNNEX stockholder, Convergys shareholder or any other person regarding Convergys ultimate performance compared to Convergys financial projections or that the results reflected therein will be achieved. Convergys has not made any

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representation to SYNNEX, in the merger agreement or otherwise, concerning Convergys financial projections. For the reasons described above, readers of this joint proxy statement/prospectus are cautioned not to place undue, if any, reliance on Convergys financial projections.

Certain SYNNEX Prospective Financial Information

SYNNEX Financial Projections

SYNNEX management does not as a matter of course publish detailed or long-term public forecasts or projections as to its future financial performance beyond the then current quarter due to the unpredictability of the underlying assumptions and estimates and uncertainty inherent in SYNNEX business. However, in connection with the evaluation of the mergers, SYNNEX management prepared certain long-term illustrative financial projections of SYNNEX for fiscal years 2018 through 2020 and prepared, or directed the preparation of, and approved, extrapolations thereto for fiscal years 2021 through 2023, which are referred to collectively in this joint proxy statement/prospectus as the SYNNEX financial projections. Such financial projections reflected SYNNEX management s best estimates as to SYNNEX future performance and were prepared on a stand-alone basis assuming SYNNEX would continue as an independent company without giving effect to the mergers. The SYNNEX financial projections were provided to SYNNEX board of directors in connection with its evaluation of the proposed transaction and were also provided, in whole or in part, to BofA Merrill Lynch for the purpose of their financial analyses and opinion, and SYNNEX directed BofA Merrill Lynch to use and rely on the SYNNEX financial projections for such purpose, and such SYNNEX financial projections as were so provided to BofA Merrill Lynch are referred to in the section of this joint proxy statement/prospectus entitled —Opinion of SYNNEX Financial Advisor as the SYNNEX forecasts.

The SYNNEX financial projections were developed from historical financial statements and reflect numerous assumptions and estimates that SYNNEX management made in good faith at the time such financial projections were prepared, including, without limitation, as to industry performance, general business, economic, regulatory, market and financial conditions and other future events, and other factors described below in —General. These assumptions and estimates are inherently uncertain, may be beyond the control of SYNNEX or any other person, were made as of the date the SYNNEX financial projections were prepared, and may not be reflective of actual results, either since the date such projections were prepared, now or in the future, in light of changed circumstances, economic conditions, or other developments.

The following table presents a summary of the SYNNEX financial projections:

(Dollars in millions)	**FY2018E**	**FY2019E**	**FY2020E**	**FY2021E**	**FY2022E**	**FY2023E**
SYNNEX revenue	$ 19,478	$ 20,452	$ 21,597	$ 22,568	$ 23,584	$ 24,645
SYNNEX adjusted EBITDA[(1)]	$ 736	$ 806	$ 873	$ 903	$ 943	$ 986
Less: taxes	$ (177)	$ (193)	$ (211)	$ (218)	$ (230)	$ (242)
Less: changes in working capital	$ (303)	$ (199)	$ (238)	$ (59)	$ (94)	$ (128)
Less: capital expenditures	$ (85)	$ (90)	$ (95)	$ (99)	$ (102)	$ (105)
SYNNEX unlevered free cash flow[(2)(3)]	$ 170	$ 324	$ 329	$ 526	$ 518	$ 512

(1) SYNNEX adjusted EBITDA is a non-GAAP financial measure that SYNNEX management uses to monitor and evaluate the performance of SYNNEX. SYNNEX defines adjusted EBITDA as earnings before interest, taxes, depreciation and amortization, and excludes acquisition-related and integration expenses, restructuring costs, the amortization of intangible assets and the related tax effects thereon.

(2)

SYNNEX unlevered free cash flow is a non-GAAP financial measure that SYNNEX management uses to monitor and evaluate the performance of SYNNEX. SYNNEX calculates unlevered free cash flow as adjusted EBITDA, less taxes, less changes in working capital, and less capital expenditures.

(3) Numbers may not add up due to rounding.

The SYNNEX financial projections were not prepared with a view to public disclosure and are included in this joint proxy statement/prospectus only because such information was provided to SYNNEX board of directors and provided, in whole or in part, to BofA Merrill Lynch for the purpose of its financial analyses and opinion.

Adjusted Convergys Financial Projections

In connection with the mergers, Convergys provided the Convergys financial projections to SYNNEX and, to the extent set forth under —Convergys Financial Projections, to BofA Merrill Lynch. In connection with its

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evaluation of the mergers and the preparation of the SYNNEX projected cost savings described below, SYNNEX made certain adjustments to the assumptions and estimates underlying the Convergys financial projections for fiscal years 2018 through 2021 and prepared, or directed the preparation of, and approved, extrapolations thereto for fiscal years 2022 through 2023, which are referred to collectively in this joint proxy statement/prospectus as the adjusted Convergys financial projections. Such adjustments were made by SYNNEX management in light of, among other things, the due diligence SYNNEX conducted on Convergys, the potential impact of the transaction pursuant to the terms of the merger agreement and other effects of the transaction, and certain macroeconomic and industry trends. The adjusted Convergys financial projections reflected SYNNEX management s best estimates as to Convergys future performance. The adjusted Convergys financial projections were provided to SYNNEX board of directors in connection with its evaluation of the proposed transaction and were also provided, in whole or in part, to BofA Merrill Lynch for purposes of their financial analyses and opinion, and SYNNEX directed BofA Merrill Lynch to use and rely on the adjusted Convergys financial projections for such purpose, and such adjusted Convergys financial projections as were so provided to BofA Merrill Lynch are referred to in the section of this joint proxy statement/prospectus entitled —Opinion of SYNNEX Financial Advisor as the adjusted Convergys forecasts.

The following table presents a summary of the adjusted Convergys financial projections:

(Dollars in millions)	**FY2018E**	**FY2019E**	**FY2020E**	**FY2021E**	**FY2022E**	**FY2023E**
Convergys adjusted revenue	$ 2,695	$ 2,732	$ 2,804	$ 2,891	$ 2,977	$ 3,067
Convergys adjusted EBITDA[(1)]	$ 329	$ 330	$ 338	$ 352	$ 369	$ 390
Less: taxes	$ (67)	$ (67)	$ (69)	$ (72)	$ (76)	$ (83)
Less: changes in working capital	$ (24)	$ (12)	$ (11)	$ (10)	$ (13)	$ (12)
Less: capital expenditures	$ (80)	$ (82)	$ (84)	$ (87)	$ (89)	$ (92)
Convergys adjusted unlevered free cash flow[(1)]	$ 158	$ 168	$ 174	$ 183	$ 191	$ 202

(1) Each of Convergys adjusted EBITDA and Convergys adjusted unlevered free cash flow has the meaning set forth above under —Convergys Financial projections. Numbers may not add up due to rounding.

The adjusted Convergys financial projections were not prepared with a view to public disclosure and are included in this joint proxy statement/prospectus only because such information was provided to the board of directors of SYNNEX in connection with its evaluation of the proposed transaction and were also provided, in whole or in part, to BofA Merrill Lynch for the purpose of its financial analyses and opinion.

SYNNEX Projected Cost Savings

Additionally, in connection with its evaluation of the mergers, SYNNEX management prepared certain estimates of potential cost savings and efficiencies anticipated by SYNNEX management to result from the mergers in the first three full years following the completion of the mergers and thereafter, which are referred to in this joint proxy statement/prospectus as the SYNNEX projected cost savings. The SYNNEX projected cost savings were provided to SYNNEX board of directors in connection with its evaluation of the proposed transaction and were also provided, in whole or in part, to BofA Merrill Lynch for the purposes of their financial analyses and opinion, and SYNNEX directed BofA Merrill Lynch to use and rely on the SYNNEX projected costs savings for such purpose, and such SYNNEX projected cost savings as were so provided to BofA Merrill Lynch are referred to in the section of this joint proxy statement/prospectus entitled —Opinion of SYNNEX Financial Advisor as the cost savings.

The following table presents a summary of the SYNNEX projected cost savings, which SYNNEX management anticipates may accrue to the combined company, and assumes that the mergers are completed on December 31, 2018. The below information is presented on a pre-tax basis:

(Dollars in millions)	CY2019E	CY2020E	CY2021E	**
SYNNEX projected cost savings*	$ 50	$ 100	$ 150	

*Excludes the estimated cost of achieving such cost savings.

**In addition, SYNNEX' management estimated 3% growth in the projected cost savings in each of 2022 and 2023.

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The SYNNEX projected cost savings reflect numerous assumptions and reflected SYNNEX management s best estimates as to the potential cost savings and efficiencies of a combined company, which SYNNEX made in good faith. The SYNNEX projected cost savings were not prepared with a view to public disclosure and are included in this joint proxy statement/prospectus only because such information was provided, in whole or in part, to the board of directors of SYNNEX and to BofA Merrill Lynch for the purpose of its financial analyses and opinion.

General

The SYNNEX financial projections, adjusted Convergys financial projections and SYNNEX projected cost savings, which are referred to collectively in this joint proxy statement/prospectus as the SYNNEX prospective financial information, were prepared by SYNNEX management for internal use and were not prepared with a view to public disclosure, nor were they prepared with a view toward compliance with published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information or generally accepted accounting principles. The SYNNEX prospective financial information were prepared by, and are the responsibility of, SYNNEX management. No independent registered public accounting firm has audited, reviewed, examined, compiled, or applied any agreed-upon procedures with respect to the SYNNEX prospective financial information nor have they expressed any opinion or any other form of assurance on such information or its achievability. The reports of SYNNEX independent registered public accounting firm incorporated by reference into this joint proxy statement statement/prospectus relate to SYNNEX historical financial information and does not extend to the SYNNEX prospective financial information, nor should it be read to do so.

While the SYNNEX prospective financial information are presented with numeric specificity, they reflect numerous assumptions and estimates that SYNNEX management made in good faith at the time such projections were prepared with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events, as well as the ability to achieve the projected cost savings, the levels of information technology/consumer electronics and outsourced business services spending, competitive conditions in the industry and market acceptance of SYNNEX products and services. These assumptions and estimates are inherently uncertain, may be beyond the control of SYNNEX or any other person, were made as of the date the SYNNEX prospective financial information was prepared, and may not be reflective of actual results, either since the date such projections were prepared, now or in the future, in light of changed circumstances, economic conditions, or other developments.

Important factors that may affect actual results and cause the SYNNEX prospective financial information not to be achieved include risks and uncertainties relating to SYNNEX and Convergys businesses, including their abilities to achieve their respective strategic goals, objectives, targets and cost savings over applicable periods, customer demand for products, successful and timely development of products, an evolving competitive landscape, rapid technological change, general business, economic and political conditions and other factors described under Risk Factors and Cautionary Statement Regarding Forward-Looking Statements, as well as the risk factors with respect to SYNNEX and Convergys respective businesses contained in their most recent SEC filings, which readers are urged to review, which may be found as described under Where You Can Find More Information . In addition, the SYNNEX prospective financial information covers multiple future years, and such information by its nature is less reliable in predicting each successive year. The SYNNEX prospective financial information also do not take into account any circumstances or events occurring after the date on which they were prepared and do not give effect to the transactions contemplated by the merger agreement, including the mergers, and also do not take into account the effect of any failure of the mergers to be completed. The SYNNEX prospective financial information also reflects assumptions as to certain business decisions that are subject to change. As a result, actual results may differ materially from those contained in the SYNNEX prospective financial information. Accordingly, there can be no assurance that the SYNNEX prospective financial information will be realized or that actual results will not be significantly lower than projected. The SYNNEX prospective financial information is not included in this joint proxy statement/prospectus to induce any stockholder or shareholder, as applicable, to vote in favor of the adoption of the merger agreement, the

approval, on an advisory (non-binding) basis, of the compensation that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers or in favor of the stock issuance or any other proposal.

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The inclusion of the SYNNEX prospective financial information in this joint proxy statement/prospectus should not be regarded as an indication that SYNNEX or any of its affiliates, advisors or representatives considered the SYNNEX prospective financial information to be predictive of actual future events, and the SYNNEX prospective financial information should not be relied on as such. Neither SYNNEX nor any of its affiliates, advisors, officers, employees, directors or representatives can give you any assurance that actual results will not differ from the SYNNEX prospective financial information, and none of those persons undertakes any obligation to update or otherwise revise or reconcile the SYNNEX prospective financial information to reflect circumstances existing after the date such projections were prepared or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying such projections are shown to be in error. SYNNEX does not intend to publicly update or make any other revision to the SYNNEX prospective financial information. Neither SYNNEX nor any of its affiliates, advisors, officers, employees, directors or representatives makes any representation to any SYNNEX stockholder or any other person regarding SYNNEX and Convergys ultimate performance compared to the SYNNEX prospective financial information or that the results reflected therein will be achieved. SYNNEX has not made any representation to Convergys, in the merger agreement or otherwise, concerning the SYNNEX prospective financial information. For the reasons described above, readers of this joint proxy statement/prospectus are cautioned not to place undue, if any, reliance on the SYNNEX prospective financial information.

Regulatory Approvals Required for the Mergers

General

Prior to the closing of the mergers, SYNNEX, the Merger Subs and Convergys have agreed to use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under any applicable laws to consummate and make effective the mergers as promptly as practicable, including (i) preparing and filing all forms, registrations and notifications required to be filed to consummate the mergers, (ii) using reasonable best efforts to satisfy the conditions to consummating the mergers, (iii) using reasonable best efforts to obtain (and to cooperate with each other in obtaining) any consent, authorization, expiration or termination of a waiting period, permit, order or approval of, waiver or any exemption by, any governmental authority (including furnishing all information and documentary material required under the HSR Act) required to be obtained or made by SYNNEX, either Merger Sub, Convergys or any of their respective subsidiaries in connection with the mergers or the taking of any action contemplated by the merger agreement, (iv) using reasonable best efforts to defend any lawsuits or other legal proceedings, whether judicial or administrative, challenging the merger agreement or the consummation of the mergers and (v) the execution and delivery of any reasonable additional instruments necessary to consummate the mergers and to fully carry out the purposes of the merger agreement.

The obligation of each of SYNNEX, Convergys and the Merger Subs to effect the mergers is conditioned upon, among other things, the antitrust approvals having been obtained or filed or having occurred. See The Merger Agreement—Conditions to Completion of the Mergers.

Department of Justice, Federal Trade Commission and Other U.S. Antitrust Authorities

Under the HSR Act, certain transactions, including the mergers, may not be completed unless certain waiting period requirements have expired or been terminated. The HSR Act provides that each party must file a pre-merger notification with the FTC and the Antitrust Division of the DOJ. A transaction notifiable under the HSR Act may not be completed until the expiration of a 30-calendar-day waiting period following the parties filings of their respective HSR Act notification forms or the early termination of that waiting period. If the DOJ or the FTC issues a Request for Additional Information and Documentary Material prior to the expiration of the initial waiting period, the parties must observe a second 30-calendar-day waiting period, which would begin to run only after both parties have substantially

complied with the request for additional information, unless the waiting period is terminated earlier.

SYNNEX and Convergys each filed its respective required HSR notification and report with respect to the mergers on July 19, 2018, and the request for early termination of the HSR Act waiting period was granted effective on July 30, 2018. Both before and after the termination of the waiting period, the FTC and Antitrust Division of the DOJ retain the authority to challenge the mergers on antitrust grounds.

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At any time before or after the mergers are completed, either the DOJ or the FTC could take action under the antitrust laws in opposition to the mergers, including seeking to enjoin completion of the mergers, condition approval of the mergers upon the divestiture of assets of SYNNEX, Convergys or their respective subsidiaries or impose restrictions on SYNNEX post-merger operations. In addition, U.S. state attorneys general could take action under the antitrust laws as they deem necessary or desirable in the public interest including, without limitation, seeking to enjoin completion of the mergers or permitting completion subject to regulatory concessions or conditions. Private parties also may seek to take legal action under the antitrust laws under some circumstances.

Other Governmental Approvals

In addition to the completion of the mergers being conditioned upon the expiration or early termination of the waiting period relating to the mergers under the HSR Act, it is also conditioned upon the expiration or termination of the merger control waiting period under certain foreign antitrust laws. SYNNEX, the Merger Subs and Convergys will submit these merger control filings as promptly as practicable.

Similar to the DOJ or FTC, the antitrust authorities in these other jurisdictions can take actions under their respective antitrust laws in opposition to the mergers, including seeking to enjoin completion of the mergers, condition approval of the mergers upon the divestiture of assets of SYNNEX, Convergys or their respective subsidiaries or impose restrictions on SYNNEX post-merger operations.

Timing; Challenges by Governmental and Other Entities

There can be no assurance that any of the regulatory approvals described above will be obtained and, if obtained, there can be no assurance as to the timing of any approvals, the ability to obtain the approvals on satisfactory terms or the absence of any litigation challenging such approvals. In addition, there can be no assurance that any of the governmental or other entities described above, including the DOJ, the FTC, and private parties, will not challenge the mergers on antitrust or competition grounds and, if such a challenge is made, there can be no assurance as to its result.

Subject to certain conditions, if the mergers are not completed on or before the end date, either SYNNEX or Convergys may terminate the merger agreement. See The Merger Agreement—Termination of the Merger Agreement.

Securities and Exchange Commission

In connection with the stock issuance, SYNNEX must file a registration statement with the SEC under the Securities Act, of which this joint proxy statement/prospectus is a part, that is declared effective by the SEC.

Appraisal Rights for Convergys Shareholders

If the merger agreement is adopted by Convergys shareholders, Convergys shareholders who do not vote in favor of the adoption of the merger agreement and who properly demand payment of fair cash value of their shares are entitled to certain dissenters rights pursuant to Sections 1701.84 and 1701.85 of the OGCL. Section 1701.85 generally provides that Convergys shareholders will not be entitled to such rights without strict compliance with the procedures set forth in Section 1701.85, and failure to take any one of the required steps may result in the termination or waiver of such rights. Specifically, any Convergys shareholder who is a record holder of Convergys common shares on August 31, 2018, the record date for the Convergys special meeting, and whose shares are not voted in favor of the adoption of merger agreement may be entitled to be paid the fair cash value of such common shares after the completion of the initial merger. To be entitled to such payment, a shareholder must deliver to Convergys a written demand for payment of the fair cash value of the shares held by such shareholder before the vote on the adoption of the merger agreement, the shareholder must not vote in favor of the adoption of the merger agreement, and the

shareholder must otherwise comply with Section 1701.85. A Convergys shareholder s failure to vote against the adoption of the merger agreement will not constitute a waiver of such shareholder s dissenters rights, as long as such shareholder does not vote in favor of the adoption of the merger agreement. Any written demand must specify the shareholder s name and address, the number and class of shares held by him, her or it on the record date, and the amount claimed as the fair cash value of such Convergys common shares. See the text of Section 1701.85 of the OGCL attached as Annex E to this joint proxy statement/prospectus for specific information on the procedures to be followed in exercising dissenters rights.

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If Convergys so requests, dissenting shareholders must submit their share certificates to Convergys within 15 days of such request, for endorsement on such certificates by Convergys that a demand for appraisal has been made. Failure to comply with such request will terminate the dissenting shareholders rights, at Convergys option exercised by written notice sent to the applicable dissenting shareholder within 20 days after the lapse of the 15-day period, unless a court for good cause shown otherwise directs. Such certificates will be promptly returned to the dissenting shareholders by Convergys. If Convergys and any dissenting shareholder cannot agree upon the fair cash value of Convergys common shares, either may, within three months after service of demand by the shareholder, file a petition in the Court of Common Pleas of Summit County, Ohio, for a determination of the fair cash value of such dissenting shareholder s common shares. The fair cash value of a Convergys common share to which a dissenting shareholder is entitled under Section 1701.85 will be determined as of the day prior to the vote of the Convergys common shareholders on the adoption of the merger agreement. If the Convergys common shares are listed on a national securities exchange, such as the NYSE, immediately before the effective time of the initial merger, the fair cash value will be the closing sale price of Convergys common shares as of the close of trading on the day before the vote of the Convergys common shareholders on the adoption of the merger agreement. Investment banker opinions to company boards of directors regarding the fairness from a financial point of view of the consideration payable in a transaction, such as the mergers, are not opinions regarding, and do not address, fair cash value under Section 1701.85.

If a Convergys shareholder exercises his or her dissenters rights under Section 1701.85, all other rights with respect to such shareholder s Convergys common shares will be suspended until Convergys purchases the shares, or the right to receive the fair cash value is otherwise terminated. All rights of the dissenter with respect to the dissenter s Convergys common shares will be reinstated should the right to receive the fair cash value be terminated other than by the purchase of such shares.

The foregoing description of the procedures to be followed in exercising dissenters rights available to holders of Convergys common shares pursuant to Sections 1701.84 and 1701.85 of the OGCL may not be complete and is qualified in its entirety by reference to the full text of Sections 1701.84 and 1701.85 of the OGCL attached as Annex E to this joint proxy statement/prospectus.

No Appraisal or Dissenters Rights for SYNNEX Stockholders

Under the Delaware General Corporation Law, which is referred to in this joint proxy statement/prospectus as the DGCL, holders of SYNNEX common stock will not be entitled to appraisal or dissenters rights in connection with the mergers.

Material U.S. Federal Income Tax Consequences

General

The following is a discussion of the material U.S. federal income tax consequences of the mergers to U.S. holders of Convergys common shares of the receipt of shares of SYNNEX common stock and cash pursuant to the initial merger. This discussion is based on and subject to the Code, applicable Treasury regulations, administrative guidance and interpretations, and judicial decisions, all as in effect as of the date of this joint proxy statement/prospectus, all of which are subject to change, possibly with retroactive effect, and to differing interpretations. For purposes of this discussion, a U.S. holder is a beneficial owner of Convergys common shares that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States or any state therein, subdivision thereof, or the District of Columbia;

- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (i) that is subject to the primary supervision of a court within the United States and all the substantial decisions of which are controlled by one or more U.S. persons or (ii) that has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

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This discussion addresses only U.S. holders that hold their Convergys common shares as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not constitute tax advice and does not address all aspects of U.S. federal income taxation that may be relevant to a U.S. holder in light of the U.S. holder s particular circumstances, or to a U.S. holder subject to special rules, such as:

- a bank, thrift, mutual fund, or other financial institution or insurance company;
- a real estate investment trust or regulated investment company;
- a tax-exempt organization or governmental organization;
- a trader in securities who elects to apply a mark-to-market method of accounting;
- a dealer or broker in securities;
- an individual retirement or other deferred account;
- a holder whose functional currency is not the U.S. dollar;
- a U.S. expatriate or former citizen or resident of the United States;
- a person that owns (or held at any time during the five year period ending on the date of the disposition of such holder's Convergys common shares pursuant to the mergers), actually or constructively, 5% or more of the Convergys common shares;
- a holder that exercises appraisal rights;
- a subchapter S corporation or other pass-through entity;
- a holder that holds Convergys common shares as part of a hedge, appreciated financial position, straddle, constructive sale, or conversion, integrated or other risk reduction transaction; or
- a holder that acquired Convergys common shares through the exercise of compensatory options or stock purchase plans or otherwise as compensation or through a tax-qualified retirement plan.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Convergys common shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A U.S. holder that is a partnership and the partners of such partnership should consult their tax advisors about the U.S. federal income tax consequences of the mergers.

No rulings will be sought from the IRS with respect to the mergers, and there can be no assurance that the IRS will not assert (or that a court will not sustain) a position that is contrary to the tax consequences described below. This discussion of material U.S. federal income tax consequences is not a complete description of all potential U.S. federal income tax consequences of the mergers. This discussion does not address tax consequences that may vary with, or are contingent on, individual circumstances. In addition, it does not address any alternative minimum tax, any non-income tax or any non-U.S., state or local tax consequences of the mergers or the potential application of the Medicare contribution tax on net investment income or the Foreign Account Tax Compliance Act of 2010 (including the Treasury Regulations promulgated thereunder and intergovernmental agreements entered into pursuant thereto or in connection therewith).

This discussion is not tax advice. Each Convergys shareholder should consult its tax advisor with respect to the U.S. federal income tax consequences of the mergers to such holder in light of such holder s particular circumstances, as well as any tax consequences of the mergers arising under the U.S. federal tax laws other than those pertaining to income tax, including estate or gift tax laws, or under any state, local or non-U.S. tax laws. Convergys shareholders that are not U.S. holders should consult their own tax advisors regarding the possibility that, in the event the applicable withholding agent is unable to determine whether any cash consideration paid in the mergers should be treated as a dividend for applicable U.S. federal income tax purposes, such withholding agent may withhold U.S. federal withholding tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on the entire amount

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of cash consideration payable to such non-U.S. holder in the merger, and such non-U.S. holders should consult their own tax advisors as to the possible desirability and timing of selling any shares of SYNNEX common stock or Convergys common shares that they own.

U.S. Federal Income Tax Treatment of the Mergers

Although SYNNEX, Convergys and their respective affiliates have agreed to use reasonable best efforts to cause the initial merger, together with the subsequent merger, to qualify as a reorganization within the meaning of Section 368(a) of the Code, whether or not the transaction will qualify for the intended tax treatment depends on facts that will not be known until the transaction is completed. In particular, the intended tax treatment requires that the value of the shares of SYNNEX common stock issued to Convergys shareholders in the initial merger, determined as of the completion of the initial merger, represents at least a minimum percentage of the total consideration paid to Convergys shareholders in the initial merger. While there is no specific guidance as to precisely what minimum percentage is necessary to satisfy this requirement, it would be satisfied if the SYNNEX common stock (valued as of the completion of the initial merger) represents at least 40% of the total merger consideration. Because this test is based on the value of SYNNEX common stock as of the completion of the initial merger, a decline in the value of SYNNEX common stock could cause this requirement not to be met. Accordingly, there can be no assurance that the mergers will qualify for the intended tax treatment, even if SYNNEX, Convergys and their respective affiliates comply with the relevant covenant. In addition, the completion of the mergers is not conditioned on the mergers qualifying for the intended tax treatment or upon the receipt of an opinion of counsel to that effect, and neither SYNNEX nor Convergys will request a ruling from the IRS regarding the U.S. federal income tax consequences of the mergers. Accordingly, no assurance can be given that the mergers will qualify for the intended tax treatment. Further, even if SYNNEX and Convergys conclude that the mergers qualify for the intended tax treatment, no assurance can be given that the IRS will not challenge that conclusion or that a court would not sustain such a challenge.

U.S. Federal Income Tax Consequences if the Mergers, Taken Together, Qualify as a Reorganization

If the mergers, taken together, qualify as a reorganization, then the U.S. federal income tax consequences of the mergers to U.S. holders of Convergys common shares generally will be as follows.

A U.S. holder will not recognize any loss upon the exchange of Convergys common shares for shares of SYNNEX common stock and cash in the initial merger, and will recognize gain (if any) in an amount equal to the lesser of: (i) the amount by which the sum of the fair market value of the shares of SYNNEX common stock and cash received by the U.S. holder exceeds such U.S. holder s tax basis in such U.S. holder s Convergys common shares, and (ii) the amount of cash received by such U.S. holder (in each case excluding any cash received in lieu of a fractional share of SYNNEX common stock, which shall be treated as discussed below).

Any gain recognized by a U.S. holder of Convergys common shares in connection with the initial merger generally will constitute capital gain, and generally will constitute long-term capital gain if such U.S. holder has held its Convergys common shares more than one year as of the date of the initial merger. Long-term capital gains of certain non-corporate holders, including individuals, are generally taxed at preferential rates. In some cases, including if a holder actually or constructively owns shares of SYNNEX common stock other than the shares of SYNNEX common stock received pursuant to the initial merger, the recognized gain could be treated as having the effect of a distribution of a dividend under the tests set forth in Section 302 of the Code, in which case such gain would be treated as dividend income. Because the possibility of dividend treatment depends on each holder s particular circumstances, including the application of constructive ownership rules, Convergys shareholders should consult their tax advisors regarding the application of the foregoing rules to their particular circumstances.

A U.S. holder generally will have an aggregate adjusted tax basis in the SYNNEX common stock received in the initial merger (including any fractional share interests in SYNNEX common stock deemed received and exchanged for cash, as discussed below) equal to the aggregate adjusted tax basis of the Convergys common shares surrendered in the initial merger, increased by the amount of gain, if any, recognized on the exchange (regardless of whether such gain is classified as capital gain or dividend income, as discussed above, but excluding any gain recognized with respect to any fractional shares of SYNNEX common stock for which cash is received, as discussed below), and decreased by the amount of cash received in the initial merger (excluding any cash received in lieu of a fractional share of SYNNEX common stock). A U.S. holder s adjusted tax basis in

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the SYNNEX common stock received in the initial merger (including a fractional share deemed received) will be allocated between the SYNNEX common stock actually received and any fractional share deemed received in accordance with their respective fair market values.

The holding period of the SYNNEX common stock received in exchange for Convergys common shares (including any fractional shares of SYNNEX common stock deemed received and exchanged for cash, as discussed below) in the initial merger will include the holding period of the Convergys common shares surrendered in the initial merger.

In the case of a U.S. holder that holds different blocks of Convergys common shares (generally, Convergys common shares acquired on different dates or at different prices), such U.S. holder should consult its tax advisor regarding the determination of the basis and holding period of shares of SYNNEX common stock received in the initial merger in respect of particular blocks of Convergys common shares.

A U.S. holder of Convergys common shares who receives cash in lieu of a fractional share of SYNNEX common stock will generally be treated as having received the fractional share pursuant to the initial merger and then as having sold that fractional share of SYNNEX common stock for cash. As a result, such U.S. holder will generally recognize gain or loss equal to the difference between the amount of cash received in lieu of the fractional share of SYNNEX common stock and the tax basis allocated to such fractional share of SYNNEX common stock. Gain or loss recognized with respect to cash received in lieu of a fractional share of SYNNEX common stock will generally constitute capital gain or loss and will constitute long-term capital gain or loss if, as of the date of the initial merger, the holding period for such shares is greater than one year. The deductibility of capital losses is subject to limitations.

Tax Consequences if the Mergers, Taken Together, Do Not Qualify as a Reorganization

If the mergers, taken together, do not qualify as a reorganization, then a U.S. holder generally will recognize gain or loss upon the exchange of Convergys common shares in the initial merger equal to the difference, if any, between (1) the sum of the fair market value of the shares of SYNNEX common stock and the amount of cash received by such holder (including cash received in lieu of fractional shares of SYNNEX common stock) and (2) the holder s adjusted tax basis in the Convergys common shares surrendered. If a U.S. holder of Convergys common shares acquired different blocks of Convergys common shares at different times or at different prices, any gain or loss will be determined separately with respect to each block of Convergys common shares. Any gain or loss recognized by a U.S. holder of Convergys common shares in connection with the initial merger generally will constitute capital gain or loss, and generally will constitute long-term capital gain or loss if such U.S. holder has held its Convergys common shares for more than one year as of the date of the initial merger. Long-term capital gains of certain non-corporate holders, including individuals, are generally taxed at preferential rates. The deductibility of capital losses is subject to limitations.

A U.S. holder generally will have an aggregate tax basis in its shares of SYNNEX common stock received in the initial merger equal to the fair market value of such shares as of the date such shares are received. A U.S. holder s holding period in shares of SYNNEX common stock received in the initial merger will begin on the day following the initial merger.

Notwithstanding the above, in certain circumstances, the receipt of the cash consideration by U.S. holders of Convergys common shares that also actually or constructively own SYNNEX common stock may be subject to Section 304 of the Code if holders who own (including by attribution) 50% or more of the Convergys common shares before the initial merger own (including by attribution), immediately after the initial merger, 50% or more of the SYNNEX common stock. If Section 304 of the Code applies to the cash consideration received in the initial merger, to the extent a U.S. holder would otherwise be treated for U.S. federal income tax purposes as selling Convergys common shares to SYNNEX for cash, such holder will instead be treated as receiving the cash consideration from

SYNNEX in deemed redemption of shares of SYNNEX common stock deemed issued to such holder. If such deemed redemption is treated as having the effect of a distribution of a dividend under the tests set forth in Section 302 of the Code, then a U.S. holder generally would recognize dividend income up to the amount of the cash received. It is not certain whether Section 304 of the Code will apply to the initial merger, because it is not certain whether shareholders who own (including by attribution) 50% or more of the Convergys common shares before the initial merger will own (including by attribution) 50% or more of the SYNNEX common stock immediately after the initial merger. Because the possibility of dividend treatment depends upon each holder s particular circumstances, including the application of constructive ownership rules,

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Convergys shareholders that also actually or constructively own SYNNEX common stock should consult their tax advisors regarding the application of the foregoing rules to their particular circumstances.

Backup Withholding and Information Reporting

Regardless of whether the mergers, taken together, qualify as a reorganization, any cash payments to a U.S. holder of Convergys common shares in connection with the initial merger (including cash in lieu of fractional shares of SYNNEX common stock) generally will be subject to information reporting and may be subject to U.S. federal backup withholding (currently, at a rate of 24%). To prevent backup withholding, U.S. holders of Convergys common shares should provide the exchange agent with a properly completed IRS Form W-9 included in the letter of transmittal to be delivered to such U.S. holder.

Any amounts withheld under the backup withholding rules may be allowed as a refund or credit against a U.S. holder s U.S. federal income tax liability, provided that such U.S. holder furnishes certain required information to the IRS in a timely fashion. The IRS may impose a penalty upon any taxpayer that fails to provide the correct taxpayer identification number.

Accounting Treatment

The mergers will be accounted for as an acquisition of a business. SYNNEX will record assets acquired and liabilities assumed from Convergys primarily at their respective fair values at the date of completion of the mergers. Any excess of the purchase price (as described under Note 4 under SYNNEX Unaudited Pro Forma Condensed Combined Financial Statements) over the net fair value of such assets and liabilities will be recorded as goodwill.

The financial condition and results of operations of SYNNEX after completion of the mergers will reflect Convergys balances and results after completion of the transaction but will not be restated retroactively to reflect the historical financial condition or results of operations of Convergys. The earnings of SYNNEX following the completion of the mergers will reflect acquisition accounting adjustments, including the effect of changes in the carrying value for assets and liabilities on interest expense and amortization expense. Intangible assets with indefinite useful lives, if any, and goodwill will not be amortized but will be tested for impairment at least annually, and all assets including goodwill will be tested for impairment when certain indicators are present. If, in the future, SYNNEX determines that tangible or intangible assets (including goodwill) are impaired, SYNNEX would record an impairment charge at that time.

Listing of SYNNEX common stock and Delisting and Deregistration of Convergys Common Shares

Application will be made to have the shares of SYNNEX common stock to be issued in connection with the initial merger approved for listing on the NYSE, where shares of SYNNEX common stock are currently traded. If the mergers are completed, Convergys common shares will no longer be listed on the NYSE and will be deregistered under the Exchange Act.

Description of Debt Financing

SYNNEX anticipates that the total amount of funds necessary to pay the cash portion of the merger consideration and to pay transaction fees and expenses will be approximately $1,540 million, which amount is subject to adjustment as further described in The Merger Agreement—Merger Consideration. In addition, SYNNEX anticipates that the total amount of funds necessary to directly or indirectly pay, repay, repurchase, or settle, as applicable, certain existing indebtedness of Convergys and its subsidiaries will be approximately $500 million. These amounts will be funded through the takeout facility and cash on hand that SYNNEX may elect to apply in lieu of borrowing under the takeout facility. Remaining amounts under the takeout facility will be used for general corporate purposes, including, without

limitation, permitted acquisitions or dividends.

Pursuant to the bridge commitment letter for the bridge facility, SYNNEX received commitments for an aggregate principal amount of $3.57 billion in financing, to provide a senior secured 364-day term loan bridge facility. The bridge facility consisted of two different tranches of senior secured term loans: tranche A of the bridge facility for $1.8 billion in the aggregate and tranche B of the bridge facility for $1.77 billion in the aggregate. The purpose of tranche B of the bridge facility was to backstop an amendment to the existing credit facility in order to permit the incurrence of acquisition related indebtedness under either the bridge facility or the

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takeout facility. However, on August 7, 2018, SYNNEX obtained an amendment to the existing credit agreement and, as a result, tranche B of the bridge facility was automatically reduced to zero. On August 9, 2018, SYNNEX entered into the takeout facility and, as a result, pursuant to the terms of the bridge commitment letter, the commitment with respect to tranche A of the bridge facility was automatically reduced to zero. As a result of the termination of both tranche A of the bridge facility and tranche B of the bridge facility, there are no remaining financing commitments of the lenders thereunder, and instead, the debt financing will be provided under the takeout facility.

Pursuant to the takeout facility, SYNNEX received commitments for a $1.8 billion 5-year senior secured term loan A facility from a syndicate of commercial banks. The term loan commitments under the takeout facility are subject to customary conditions. The borrower under the takeout facility is SYNNEX and the secured obligations of SYNNEX under the takeout facility are and will be guaranteed and secured by each existing and subsequently acquired or formed direct and indirect domestic wholly-owned subsidiary of SYNNEX, subject to customary exceptions.

The term loan commitments under the takeout facility terminate upon the earliest to occur of (i) the end date in the event the initial funding under the takeout facility has not occurred on or prior to such date, (ii) the date on which SYNNEX provides notice under the takeout facility in the event that the merger agreement has been terminated and (iii) in the event SYNNEX voluntarily elects to reduce such commitments to zero, on such date.

Senior Secured Credit Facilities

The proceeds of the term loans under the takeout facility, together with cash on hand which SYNNEX may elect to apply in lieu of borrowing under the takeout facility, will be used to pay the cash equivalent merger consideration, to pay transaction fees and expenses and to pay, repay, repurchase, or settle, as applicable, certain existing indebtedness of Convergys and its subsidiaries. Remaining amounts under the takeout facility will be used for general corporate purposes, including, without limitation, permitted acquisitions or dividends.

Interest Rate

The interest rate per annum applicable to the term loans under the takeout facility are, at SYNNEX option, equal to either a base rate or a LIBOR rate plus an applicable margin, which may (in the case of LIBOR based loans) range from 1.25% to 1.75%, depending on SYNNEX consolidated leverage ratio. The applicable margin on base rate loans is 1.00% less than the corresponding margin on LIBOR based loans.

Amortization and Prepayments

Once advanced, the outstanding principal amount of the takeout facility will be payable in equal quarterly amounts equal to 5% per annum of the principal of the term loan A facility outstanding as of the 90th day after the initial funding date, with the remaining balance due at the maturity of the term loan A facility. The takeout facility is not subject to mandatory prepayment. SYNNEX may prepay all or any portion of the term loans under the takeout facility prior to maturity without premium or penalty, subject to reimbursement of any LIBOR breakage costs of the lenders.

Delayed Draw

An aggregate of up to $350.0 million of the takeout facility is available to be drawn down, with draws permitted up to five additional times for the 90 day period following initial funding date (which date will be concurrent with the closing of the mergers) to fund the obligation to repurchase or settle any of the convertible debentures upon the tender for repurchase or conversion thereof to the holders thereof in connection with the initial merger.

Conditions to Initial Funding

The obligation of the lenders to fund the initial term loans under the takeout facility is subject, among other things, to:

- consummation of the mergers substantially concurrently with the initial funding of the takeout facility in all material respects in accordance with the merger agreement, without any amendment or

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modification thereto which is materially adverse to the interests of the lenders under the takeout facilities, who are collectively referred to in this joint proxy statement/prospectus as the takeout lenders, unless approved by the arrangers of the takeout facility (such approval not to be unreasonably withheld or delayed);

- the accuracy of certain limited representations and warranties;
- execution and delivery by certain additional subsidiaries of SYNNEX and certain subsidiaries of Convergys acquired by SYNNEX as a result of the mergers of customary joinder documentation with respect to the takeout facility and the grant of security interests over their assets, subject to certain customary limited conditionality exceptions;
- delivery of historical consolidated financial statements regarding SYNNEX and Convergys;
- delivery of pro forma financial statements regarding SYNNEX and its subsidiaries, after giving effect to the transactions;
- the repayment of certain indebtedness of Convergys and its subsidiaries substantially concurrent with the initial funding of the takeout facility;
- solvency of SYNNEX and its subsidiaries, on a consolidated basis, after giving effect to the consummation of the transactions; and
- since January 1, 2018, no material adverse effect on Convergys.

For more information, see The Merger Agreement—Financing.

Certain Covenants and Events of Default

The takeout facility contains customary affirmative and negative covenants and events of default (including relating to a change of control) that are substantially similar to the existing credit agreement. Among other things, such negative covenants restrict, subject to certain exceptions, the ability of SYNNEX and its subsidiaries, to grant liens on their assets, incur indebtedness, sell assets, make investments, engage in certain acquisitions, mergers or consolidations and pay dividends and other restricted payments. In addition, the takeout facility contains the following maximum leverage ratio and a minimum interest coverage ratio that are identical to the corresponding ratios set forth in the existing credit agreement: SYNNEX maximum consolidated leverage ratio may not exceed 4.25 to 1.00, with a step-down to 4.00 to 1.00 after the fifth full fiscal quarter following the closing of the mergers and SYNNEX minimum interest coverage ratio may not be less than 3.50 to 1.00.

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THE MERGER AGREEMENT

The following is a summary of the material terms and conditions of the merger agreement. This summary may not contain all the information about the merger agreement that is important to you. This summary is qualified in its entirety by reference to the merger agreement attached as Annex A to, and incorporated by reference into, this joint proxy statement/prospectus. You are encouraged to read the merger agreement in its entirety because it is the legal document that governs the mergers.

Explanatory Note Regarding the Merger Agreement and the Summary of the Merger Agreement: Representations, Warranties and Covenants in the Merger Agreement Are Not Intended to Function or Be Relied on as Public Disclosures

The merger agreement and the summary of its terms in this joint proxy statement/prospectus have been included to provide information about the terms and conditions of the merger agreement. The terms, conditions and information in the merger agreement are not intended to provide any public disclosure of factual information about SYNNEX, Convergys or any of their respective subsidiaries or affiliates. The representations, warranties, covenants and agreements contained in the merger agreement were made by SYNNEX, Convergys and the Merger Subs as of specific dates and were qualified and subject to certain limitations and exceptions agreed to by SYNNEX, Convergys and the Merger Subs in connection with negotiating the terms of the merger agreement. In particular, in your review of the representations and warranties contained in the merger agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated for the purpose of allocating contractual risk among the parties to the merger agreement rather than to establish matters as facts. The representations and warranties may also be subject to a contractual standard of materiality or material adverse effect that is different from what may be viewed as material by stockholders or shareholders, as applicable, or other investors and from the materiality standard applicable to reports and documents filed with the SEC and in some cases may be qualified by disclosures made by one party to the other, which are not reflected in the merger agreement. Moreover, information concerning the subject matter of the representations and warranties, which do not purport to be accurate as of the date of this joint proxy statement/prospectus, may have changed since the date of the merger agreement.

For the foregoing reasons, the representations, warranties, covenants and agreements and any descriptions of those provisions should not be read alone as characterizations of the actual state of facts or condition of SYNNEX, Convergys or any of their respective subsidiaries or affiliates. Instead, such provisions or descriptions should be read only in conjunction with the other information provided elsewhere in this joint proxy statement/prospectus or incorporated by reference into this joint proxy statement/prospectus.

Structure of the Mergers

The merger agreement provides for the initial merger, in which Merger Sub I will be merged with and into Convergys, with Convergys surviving the initial merger as a wholly owned subsidiary of SYNNEX, and immediately following the initial merger, the subsequent merger, in which Convergys will be merged with and into Merger Sub II, with Merger Sub II surviving the subsequent merger as a wholly owned subsidiary of SYNNEX.

After the completion of the initial merger and before the completion of the subsequent merger, Convergys articles and Convergys code, each in effect immediately prior to the completion of the initial merger, will be the articles of incorporation and code of regulations, respectively, of Convergys, as the surviving corporation in the initial merger, in each case until amended in accordance with applicable law. After the completion of the initial merger and before completion of the subsequent merger, the directors and officers of Merger Sub I immediately prior to the completion of the initial merger, will be the directors and officers, respectively, of Convergys, as the surviving corporation in the initial merger, in each case until their successors are duly elected and qualified.

After the completion of the subsequent merger, the certificate of incorporation and the bylaws of Merger Sub II, each in effect immediately prior to the completion of the subsequent merger, will be the certificate of incorporation and bylaws, respectively, of the surviving company in the subsequent merger, in each case until amended in accordance with applicable law. After completion of the subsequent merger, the officers of Merger Sub II immediately prior to the completion of the subsequent merger, will be the directors and officers of the surviving company, until their successors are duly and qualified in accordance with the surviving company s certificate of incorporation, bylaws and applicable law.

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Completion and Effectiveness of the Mergers

Each of the mergers will be completed and become effective at such time as the certificates of merger for such merger is filed with the Secretary of State of the State of Ohio and Secretary of State of Delaware (or at such time as agreed to between Convergys and SYNNEX and specified in such certificates of merger in accordance with applicable law). Unless another date and time are agreed to by SYNNEX and Convergys, completion of the mergers will occur on the third business day following the day on which the last of the conditions described under —Conditions to Completion of the Mergers is to be satisfied or waived (other than those conditions that by their nature are to be satisfied at the closing of the mergers, but subject to the satisfaction or waiver of such conditions).

As of the date of this joint proxy statement/prospectus, SYNNEX and Convergys expect that the mergers will be completed by the end of calendar year 2018. However, completion of the mergers is subject to the satisfaction or waiver of the conditions to completion of the mergers, which are summarized below. There can be no assurances as to when, or if, the mergers will occur. If the mergers are not completed on or before the initial end date of December 28, 2018, either SYNNEX or Convergys may terminate the merger agreement, unless all conditions to completion of the mergers have been satisfied on the initial end date other than an order or injunction arising under antitrust law or all waiting periods under the HSR Act (early termination was granted, effective on July 30, 2018) having been expired or terminated, and all antitrust filing, notices, approvals and clearances having been obtained or filed in certain other jurisdictions, such conditions have not been waived by SYNNEX and Convergys, and either SYNNEX or Convergys elects to extend the initial end date to March 28, 2019, in which case, if the mergers are not completed on or before March 28, 2019, either SYNNEX or Convergys may terminate the merger agreement. The right to terminate the merger agreement if the mergers are not completed on or prior to the end date will not be available to SYNNEX or Convergys if the failure of the mergers to be consummated by such date is due to a material breach by such party of any representation, warranty, covenant or other agreement of such party set forth in the merger agreement. See —Conditions to Completion of the Mergers and —Termination of the Merger Agreement.

Merger Consideration

At the completion of the initial merger, each Convergys common share issued and outstanding immediately prior to the effective time of the initial merger, except for shares held by Convergys as treasury stock, shares owned by SYNNEX or Merger Sub I immediately prior to the completion of the initial merger, shares held by any subsidiary of Convergys or SYNNEX and shares with respect to which appraisal rights have been properly exercised in accordance with the OGCL, which are referred to in this joint proxy statement/prospectus as the dissenting shares, will be automatically converted into (i) a number of validly issued, fully paid and nonassessable shares of SYNNEX common stock equal to the exchange ratio (as defined below), which translates to 0.1193 shares of SYNNEX common stock, subject to certain adjustments to be made at the closing of the mergers if the 20 day average trading price of SYNNEX common stock three trading days prior to the closing of the mergers has increased or decreased by more than 10% from a base price of $111.0766, plus cash in lieu of any fractional shares of SYNNEX common stock (with cash payable in lieu of any fractional shares as described under —Fractional Shares) and (ii) the right to receive $13.25 in cash, without interest.

Exchange ratio means (i) if the SYNNEX closing price is less than 85% of $111.0766, 0.1193 multiplied by 1.05882, (ii) if the SYNNEX closing price is greater than or equal to 85% of $111.0766 and less than 90% of $111.0766, 0.1193 multiplied by the quotient of (A) 90% of $111.0766 divided by (B) the SYNNEX closing price, (iii) if the SYNNEX closing price is greater than or equal to 90% of $111.0766 and less than or equal to 110% of $111.0766, 0.1193, (iv) if the SYNNEX closing price is greater than 110% of $111.0766 and less than or equal to 115% of $111.0766, 0.1193 multiplied by the quotient of (A) 110% of $111.0766 divided by (B) the SYNNEX closing price and (v) if the SYNNEX closing price is greater than 115% of $111.0766, 0.1193 multiplied by 0.95652.

If, between the dates of the merger agreement and the completion of the initial merger, any change in the outstanding Convergys common shares occurs as a result of any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or any similar event, the merger consideration will be equitably adjusted to proportionally reflect such change.

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Fractional Shares

No fractional shares of SYNNEX common stock will be issued to any holder of Convergys common shares upon the completion of the initial merger. Instead, all fractional shares of SYNNEX common stock that a holder of Convergys common shares would otherwise be entitled to receive as a result of the initial merger will be aggregated and sold by the exchange agent, and the holder will be entitled to receive cash in an amount representing such holder s proportionate interest in the net proceeds from the sale by the exchange agent on behalf of such holder of SYNNEX common stock that would otherwise be issued. No interest will be paid or accrued on cash payable in lieu of fractional SYNNEX common stock and no such holder will be entitled to dividends, voting rights or any other rights in respect of any fractional share of SYNNEX common stock that would otherwise have been issuable as part of the merger consideration.

Shares Subject to Properly Exercised Appraisal Rights

Convergys common shares issued and outstanding immediately prior to the completion of the initial merger and held by a holder who is entitled to demand, and has properly demanded, appraisal for such Convergys common shares in accordance with the OGCL will not be converted into the right to receive the merger consideration to which they would otherwise be entitled to under the merger agreement, but will instead be converted into the right to receive such consideration as may be determined to be due to such holder pursuant to the procedures set forth in the OGCL. If any such holder withdraws its demand for appraisal or fails to perfect or otherwise loses its right of appraisal pursuant to the OGCL, then such holder s Convergys common shares will instead be deemed to have been converted into the right to receive the merger consideration.

Procedures for Surrendering Convergys Certificates

The conversion of Convergys common shares into the right to receive the merger consideration will occur automatically at the effective time of the initial merger. Prior to the closing of the mergers, SYNNEX will appoint an exchange agent reasonably acceptable to Convergys and enter into an exchange agent agreement reasonably acceptable to Convergys providing for the exchange agent to handle the exchange of certificates or book-entry form representing Convergys common shares for the merger consideration. At the effective time of the initial merger, SYNNEX will deposit, or cause to be deposited, cash sufficient to pay the cash equivalent merger consideration and evidence of shares of SYNNEX common stock in book-entry form payable to Convergys shareholders (and/or certificates representing such SYNNEX common stock at SYNNEX election) as part of the merger consideration, with the exchange agent in trust for the benefit of Convergys shareholders. Any such cash, shares represented by certificates and book-entry form deposited with the exchange agent is referred to in this joint proxy statement/prospectus as the payment fund. Promptly (but not later than three business days) after the completion of the initial merger, SYNNEX will cause the exchange agent to mail to each holder of record of Convergys common shares whose shares were converted pursuant to the merger agreement a letter of transmittal and instructions for use in effecting the surrender of Convergys common shares represented by certificates or book-entry form in exchange for the merger consideration.

Convergys shareholders who surrender their certificates or book-entry form representing Convergys common shares together with a duly completed and executed letter of transmittal will be entitled to receive the merger consideration into which the Convergys common shares represented by such certificates or book-entry form have been converted pursuant to the merger agreement. After the completion of the initial merger, subject to applicable law in the case of dissenting shares, all Convergys shareholders will cease to have any rights as shareholders of Convergys other than the right to receive the merger consideration into which Convergys common shares represented by certificates or book-entry form have been converted upon surrender of such certificates or book-entry form (and cash in lieu of any fractional shares of SYNNEX common stock as described under —Fractional Shares, and any dividends or other

distributions on the shares of SYNNEX common stock into which such Convergys common shares have been converted into as described below under —Procedures for Surrendering Convergys Certificates), without interest, and the stock transfer books of Convergys will be closed with respect to all Convergys common shares outstanding immediately prior to the completion of the initial merger, and there will be no further registration of transfers on the stock transfer books of the surviving corporation in the initial merger of Convergys common shares that were outstanding immediately prior to the completion of the initial merger. Any portion of the payment fund, including any interest or other amounts received with respect thereto, that remains unclaimed or undistributed for twelve months after the completion of the initial merger will be delivered to SYNNEX, and any holder thereafter will look only to SYNNEX or the surviving company for the satisfaction of its claim for merger consideration, without any interest.

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After the completion of the initial merger, SYNNEX will not pay dividends or other distributions with a record date on or after the completion of the initial merger to any holder of Convergys common shares to be converted into SYNNEX common stock until the holder surrenders its certificate or book-entry form representing Convergys common shares as described above. However, once those certificates or uncertificated Convergys common shares are surrendered, SYNNEX will pay to the holder, without interest, any dividends or other distributions on the shares of SYNNEX common stock into which such Convergys common shares have been converted with a record date on or after the completion of the initial merger that had become payable.

If there is a transfer of ownership of Convergys common shares that is not registered in the transfer or stock records of Convergys, payment of the merger consideration as described above (and cash in lieu of any fractional SYNNEX common stock as described under —Fractional Shares, and any dividends or other distributions on the shares of SYNNEX common stock into which such Convergys common shares have been converted into as described above under —Procedures for Surrendering Convergys Certificates), without interest, may be made to a person other than the person in whose name the certificate or uncertificated share so surrendered is registered only if the transferee presents such certificate or book-entry form together with all documents required to evidence and effect such transfer and evidence that all applicable stock transfer or other similar taxes have been paid or are not applicable.

Convergys, SYNNEX, the Merger Subs and the exchange agent are entitled to deduct and withhold from amounts otherwise payable pursuant to the merger agreement, any amounts required to be deducted or withheld with respect to making such payment under applicable tax law, without duplication. To the extent any amounts are so deducted, withheld and timely remitted to the appropriate taxing authority, such deducted or withheld amounts will be treated as having been paid to the person in respect of which such deduction or withholding was made.

If any certificate representing Convergys common shares has been lost, stolen or destroyed, the person claiming such certificate to be lost, stolen or destroyed will make an affidavit of that fact and, if required by SYNNEX or the exchange agent, post a bond in such amount as SYNNEX or the exchange agent may determine is reasonably necessary as indemnity against any claim that may be made against it or the surviving company with respect to such certificate. Thereafter, the exchange agent (or, if subsequent to the termination of the payment fund, SYNNEX) will deliver, in exchange for such lost, stolen or destroyed certificate, the merger consideration (together with cash in an amount representing any fractional share of SYNNEX common stock and any dividends or other distributions deliverable in respect thereof) in accordance with the terms of the merger agreement.

Treatment of Convergys Equity Awards

Convergys Options

At the completion of the initial merger, each Convergys option outstanding immediately prior to the completion of the initial merger that has an exercise price per Convergys common share that is less than the cash equivalent merger consideration will be cancelled by virtue of the initial merger and without any action on the part of the holder of such Convergys option, in consideration for the right to receive, promptly (but not later than five business days) following the completion of the initial merger, a cash payment (without interest and less such amounts as are required to be withheld or deducted under applicable tax law with respect to the making of such payment) with respect thereto equal to the product of (A) the number of Convergys common shares subject to such Convergys option as of immediately prior to the completion of the initial merger, multiplied by (B) the excess, if any, of the cash equivalent merger consideration over the exercise price per Convergys common share subject to such Convergys option as of immediately prior to the completion of the initial merger.

At the completion of the initial merger, each vested or unvested Convergys option outstanding immediately prior to the completion of the initial merger that has an exercise price per Convergys common share greater than or equal to

the cash equivalent merger consideration will be cancelled for no consideration.

The cash equivalent merger consideration is the sum of (A) $13.25 plus (B) the product of the number of shares of SYNNEX common stock equal to the exchange ratio, multiplied by the SYNNEX closing price.

Convergys Restricted Stock Unit, Performance-Based Restricted Stock Unit and Deferred Stock Unit Awards

At the completion of the initial merger, each Convergys RSU, each Convergys PSU, and each Convergys DSU that is outstanding as of immediately prior to the completion of the initial merger will be cancelled by

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virtue of the initial merger and without any action on the part of the holder thereof, in consideration for the right to receive a cash payment (without interest and less such amounts as are required to be withheld or deducted under applicable tax law with respect to the making of such payment), which is referred to in this joint proxy statement/prospectus as the cash award amount, with respect thereto equal to the product of (i) the number of Convergys common shares subject to such Convergys RSU, Convergys PSU, or Convergys DSU as of immediately prior to the completion of the initial merger (with respect to each Convergys PSU, such number of shares will equal the greater of the number of shares that would be earned based upon target performance and the number of shares determined in accordance with the applicable award agreement, with any associated performance determinations to be made by Convergys board of directors) and (ii) the cash equivalent merger consideration (or, if higher, a cash amount equal to the average of the opening and closing prices per Convergys common share on the NYSE on the trading day immediately preceding the closing date of the mergers).

The cash award amount payable in respect of a Convergys RSU or Convergys PSU that was granted on or after March 31, 2016 (other than any such Convergys RSU or Convergys PSU that is held by a non-employee director or that becomes vested at the completion of the initial merger pursuant to the terms of an applicable contract) will remain unvested as of the completion of the initial merger and continue to vest and be paid in accordance with the terms of the applicable award agreement (including the terms relating to accelerated vesting upon a qualifying termination of employment).

To the extent that any such Convergys RSU, Convergys PSU or Convergys DSU constitutes nonqualified deferred compensation subject to Section 409A of the Code, the cash award amount related thereto will be paid at the earliest time permitted under the terms of such award that will not result in the application of a tax or penalty under Section 409A of the Code.

Other than as provided above, the cash award amount will paid promptly following the completion of the initial merger, but not later than five business days following such date.

Listing of SYNNEX Common Stock

The merger agreement obligates SYNNEX to use its reasonable best efforts to cause the shares of SYNNEX common stock to be issued in the initial merger and such other shares of SYNNEX common stock to be reserved for issuance in connection with the initial merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the completion of the initial merger. Approval for listing on the NYSE of the SYNNEX common stock issuable to Convergys shareholders in the initial merger, subject to official notice of issuance, is a condition to the obligations of SYNNEX and Convergys to complete the mergers.

Conditions to Completion of the Mergers

Mutual Conditions to Completion.

The obligation of each of SYNNEX, Convergys and the Merger Subs to complete the mergers is subject to the fulfillment (or waiver, to the extent permissible under applicable law) of the following conditions:

- obtaining the approval by holders of at least two-thirds of the outstanding Convergys common shares entitled to vote thereon to adopt the merger agreement, which is referred to in this joint proxy statement/prospectus as the Convergys shareholder approval;
- obtaining the approval of the issuance of shares of SYNNEX common stock in connection with the initial merger by a majority of the votes cast by holders of outstanding shares of SYNNEX common stock, which is referred to in this joint proxy statement/prospectus as the SYNNEX stockholder approval;

- effectiveness of the registration statement on Form S-4 of which this joint proxy statement/prospectus forms a part and the absence of any stop order suspending that effectiveness or any proceedings to that effect commenced;
- absence of injunction by any court or other tribunal of competent jurisdiction and absence of law that prevents, enjoins, prohibits or makes illegal the consummation of the mergers;
- expiration or termination of all waiting periods applicable to the mergers under the HSR Act (such early termination was granted, effective on July 30, 2018) and completion of all other required antitrust filings, notices, approvals and clearances; and

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- approval for listing on the NYSE of the SYNNEX common stock to be issued in the initial merger, subject to official notice of issuance.

Additional Conditions to Completion for the Benefit of Convergys.

In addition, the obligation of Convergys to complete the mergers is subject to the satisfaction (or waiver, to the extent permitted by applicable law) of the following conditions:

- accuracy in all respects of all representations and warranties made in the merger agreement by SYNNEX and the Merger Subs that are qualified by a material adverse effect qualification as so qualified as of the date of the merger agreement and as of the completion of the mergers (or, in the case of representations and warranties given as of another specified date, as of that date);
- accuracy (subject only to de minimis exceptions) of certain representations and warranties made in the merger agreement by SYNNEX and the Merger Subs regarding its capitalization as of the date of the merger agreement and as of the completion of the mergers (or, in the case of representations and warranties given as of another specific date, as of that date);
- accuracy in all material respects of certain representations and warranties made in the merger agreement by SYNNEX and the Merger Subs regarding ownership of its subsidiaries, fees payable to finders or brokers in connection with the mergers and the inapplicability of certain antitakeover laws as of the date of the merger agreement and as of the completion of the mergers (or, in the case of representations and warranties given as of another specific date, as of that date);
- accuracy of all other representations and warranties made in the merger agreement by SYNNEX and the Merger Subs, except for any inaccuracies in such representations and warranties that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on SYNNEX and subsidiaries, as of the date of the merger agreement and as of the completion of the mergers (or, in the case of representations and warranties given as of another specified date, as of that date);
- performance and compliance in all material respects by SYNNEX and the Merger Subs of all covenants required to be performed or complied by them by the completion of the initial merger;
- absence since the date of the merger agreement of a material adverse effect on SYNNEX and its subsidiaries (see —Definition of 'Material Adverse Effect ' for the definition of material adverse effect) or any event, change or effect that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on SYNNEX and its subsidiaries; and
- receipt of a certificate from an executive officer of each of SYNNEX, Merger Sub I and Merger Sub II, each dated as of the closing date of the mergers and confirming the satisfaction of the conditions described in the preceding six bullets.

Additional Conditions to Completion for the Benefit of SYNNEX and the Merger Subs.

In addition, the obligation of each of SYNNEX and the Merger Subs to complete the mergers is subject to the satisfaction (or waiver, to the extent permitted by applicable law) of the following conditions:

- accuracy in all respects of all representations and warranties made in the merger agreement by Convergys that are qualified by a material adverse effect qualification as so qualified as of the date of the merger agreement and as of the completion of the mergers (or, in the case of representations and warranties given as of another specified date, as of that date);
- accuracy (subject only to de minimis exceptions) of certain representations and warranties made in the merger agreement by Convergys regarding its capitalization as of the date of the merger agreement and as of the completion of the mergers (or, in the case of representations and warranties given as of another specific date, as of that date);
- accuracy in all material respects of certain representations and warranties made in the merger agreement by Convergys regarding ownership of its subsidiaries, fees payable to finders or brokers in connection with the mergers and the inapplicability of certain antitakeover laws as of the date of the merger agreement and as of the completion of

the mergers (or, in the case of representations and warranties given as of another specific date, as of that date);

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- accuracy of all other representations and warranties made in the merger agreement by Convergys, except for any inaccuracies in such representations and warranties that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Convergys, as of the date of the merger agreement and as of the completion of the mergers (or, in the case of representations and warranties given as of another specified date, as of that date);
- performance and compliance in all material respects by Convergys of all covenants required to be performed or complied by them by the completion of the initial merger;
- absence since the date of the merger agreement of a material adverse effect on Convergys (see —Definition of 'Material Adverse Effect ' for the definition of material adverse effect) or any event, change or effect that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on Convergys; and
- receipt of a certificate from an executive officer of Convergys dated as of the closing date of the mergers confirming the satisfaction of the conditions described in the preceding six bullets.

Representations and Warranties

The merger agreement contains a number of representations and warranties made by both SYNNEX and Convergys that are subject in certain cases to exceptions and qualifications (including exceptions that are not material to the party making the representations and warranties and its subsidiaries, taken as a whole, and exceptions that do not have, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the party making the representations and warranties). See —Definition of 'Material Adverse Effect for the definition of material adverse effect. The representations and warranties in the merger agreement relate to, among other things:

- corporate existence, good standing and qualification to conduct business;
- capitalization;
- ownership of subsidiaries;
- due authorization, execution and validity of the merger agreement;
- governmental and third-party consents necessary to complete the mergers;
- absence of any violation, conflict or breach of agreements, or any conflict with or violation of organizational documents or laws as a result of the execution or delivery of the merger agreement and completion of the mergers;
- SEC filings, the absence of material misstatements or omissions from such filings, material compliance with listing and corporate governance rules and regulations of the NYSE and compliance with the Sarbanes-Oxley Act of 2002;
- financial statements;
- internal controls and procedures;
- absence of undisclosed material liabilities;
- compliance with laws and permits;
- employee benefit plans;
- conduct of business in the ordinary course of business and absence of changes that has, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the applicable party, in each case since January 1, 2018;
- litigation;
- information provided by the applicable party for inclusion in disclosure documents to be filed with the SEC in connection with the mergers;
- tax matters;
- receipt of fairness opinion from such party's financial advisor;

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- fees payable to finders or brokers in connection with the mergers;
- inapplicability of antitakeover statutes; and
- no other representations and warranties.

Convergys also makes representations and warranties relating to, among other things, environmental matters, employment and labor matters, real property, intellectual property, material contracts, data privacy and insurance.

SYNNEX also makes representations and warranties relating to, among other things, solvency, matters with respect to the bridge commitment letter relating to the financing for the mergers and no ownership of Convergys common shares.

The representations and warranties in the merger agreement do not survive completion of the mergers.

See —Explanatory Note Regarding the Merger Agreement and the Summary of the Merger Agreement: Representations, Warranties and Covenants in the Merger Agreement Are Not Intended to Function or Be Relied on as Public Disclosures.

Definition of Material Adverse Effect

Many of the representations and warranties in the merger agreement are qualified by material adverse effect on the party making such representations and warranties.

For purposes of the merger agreement, material adverse effect means, with respect to SYNNEX or Convergys, as the case may be, any change, effect, event, occurrence or development that has a material adverse effect on the business, operations or financial condition of that party and its subsidiaries taken as a whole, except that the impact of the following changes, effects, events, occurrences or developments will be excluded in determining whether there has been a material adverse effect, or whether a material adverse effect would reasonably be expected to occur:

- any changes or developments in domestic, foreign or global markets or domestic, foreign or global economic conditions generally, including (1) any changes or developments in or affecting the domestic or any foreign securities, equity, credit or financial markets or (2) any changes or developments in or affecting domestic or any foreign interest or exchange rates;
- changes in GAAP or any official interpretation or enforcement thereof;
- changes in law or any changes or developments in the official interpretation or enforcement thereof by governmental authorities;
- changes in domestic, foreign or global political conditions (including the outbreak or escalation of war, military actions, or acts of terrorism), including any worsening of such conditions threatened or existing on the date of the merger agreement;
- weather conditions or other acts of God (including storms, earthquakes, tornados, floods or other natural disasters);
- a decline in the trading price or trading volume of that party's common stock or any change in the ratings or ratings outlook for that party or any of its subsidiaries;
- the failure to meet any projections, guidance, budgets, forecasts or estimates, except that the underlying causes thereof may be considered in determining whether a material adverse effect has occurred if not otherwise excluded from the definition of material adverse effect);
- any action taken or omitted to be taken by that party or any of its subsidiaries at the written request of the other party;
- any actions or claims made or brought by any of the current or former shareholders of that party (or on their behalf or on behalf of that party) against that party or any of its directors, officers or employees arising out of the merger agreement or the mergers;
- the announcement or the existence of the merger agreement if arising from the identity of the other party or its affiliates; and

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- the failure to obtain any approvals or consents from any governmental authority in connection with the transactions contemplated by the merger agreement;

except, in the case of the changes, effects, events, occurrences or developments referred to in the third and fifth bullets in the immediately preceding list, to the extent that such impact is disproportionately adverse to that party and its subsidiaries, taken as a whole, relative to others in the industry or industries in which that party and its subsidiaries operate.

Additionally, material adverse effect means, with respect to SYNNEX or Convergys, as the case may be, any change, effect, event, occurrence or development that would prevent or materially impair the ability of the other party to consummate the mergers by the end date.

Conduct of Business Pending the Mergers

During the period from the date of the merger agreement until the earlier of the termination of the merger agreement in accordance with its terms and the effective time of the initial merger, except (i) as required by applicable law, (ii) with the prior written consent of the other party (which will not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by the merger agreement or, solely with respect to SYNNEX, as contemplated by the bridge commitment letter or in connection with the bridge facility or (iv) as set forth in the confidential disclosure schedules delivered to the other party concurrently with execution of the merger agreement, Convergys, SYNNEX and their respective subsidiaries are required to conduct their respective businesses in the ordinary course and materially consistent with past practice and use commercially reasonable efforts to maintain and preserve intact its business organization.

Conduct of Business of Convergys

During the period from the date of the merger agreement until the earlier of the termination of the merger agreement in accordance with its terms and the effective time of the initial merger, except (i) as required by applicable law, (ii) with the prior written consent of SYNNEX (which will not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by the merger agreement or (iv) as set forth in Convergys confidential disclosure schedule delivered to SYNNEX concurrently with execution of the merger agreement, Convergys will not, and will not permit any of its subsidiaries to, among other things:

- amend its organizational documents or otherwise take any action to exempt any person from any provision of the its organizational documents;
- split, combine or reclassify any capital stock, voting securities or other equity interests of Convergys;
- make, declare or pay any dividend, or make any other distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock, or any other securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) into or exchangeable for any shares of its capital stock, except for (1) any such transactions solely among Convergys and its wholly owned subsidiaries or among Convergys' wholly owned subsidiaries, (2) the acceptance of Convergys common shares as payment for the exercise price of Convergys options or (3) the acceptance of Convergys common shares, or withholding of Convergys common shares otherwise deliverable, to satisfy withholding taxes incurred in connection with the exercise, vesting and/or settlement of Convergys options, Convergys RSUs, Convergys PSUs and Convergys DSUs; provided, that Convergys may make, declare and pay quarterly cash dividends (and, with respect to the Convergys options, Convergys RSUs, Convergys PSUs and Convergys DSUs, as and if applicable, dividends or dividend equivalents) in an amount per share not in excess of $0.11 per quarter and with record dates consistent with the record dates customarily used by Convergys for the payment of quarterly cash dividends, including with respect to the quarter in which the completion of the initial merger occurs unless the completion of the initial merger precedes the record date for such quarter;

- grant any Convergys option, Convergys RSU, Convergys PSU, Convergys DSU or other equity-based awards or interests, or grant any individual, corporation or other entity any right to acquire any shares of its capital stock;
- (1) issue, sell or otherwise permit to become outstanding any additional shares of its capital stock or securities convertible or exchangeable into, or exercisable for, any shares of its capital stock or any

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options, warrants, or other rights of any kind to acquire any shares of its capital stock, except pursuant to the exercise, vesting and/or settlement of Convergys options, Convergys RSUs, Convergys PSUs and Convergys DSUs outstanding as of the date of the merger agreement, or granted after the date of the merger agreement consistent with the terms of the merger agreement, in each case in accordance with their terms, or (2) enter into any agreement, understanding or arrangement with respect to the sale or voting of its capital stock or equity interests;

- adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or other reorganization, other than the mergers and other than any mergers, consolidations or reorganizations solely among Convergys and its subsidiaries or among Convergys' subsidiaries;
- incur, assume, endorse, guarantee or otherwise become liable for or modify in any material respect the terms of any indebtedness for borrowed money or issue or sell any debt securities or any rights to acquire any debt securities, except for (1) any indebtedness for borrowed money among Convergys and its subsidiaries or among subsidiaries of Convergys, (2) guarantees by Convergys of indebtedness for borrowed money of subsidiaries of Convergys or guarantees by subsidiaries of Convergys of indebtedness for borrowed money of Convergys or any of its subsidiaries, which indebtedness is incurred in compliance with this bullet or is outstanding on the date of the merger agreement, (3) indebtedness for commercial paper or indebtedness incurred pursuant to agreements entered into by Convergys or any subsidiary of Convergys in effect prior to the execution of the merger agreement, and (4) additional indebtedness for borrowed money incurred by Convergys or any of its subsidiaries not to exceed $10.0 million in aggregate principal amount outstanding, in the case of each of clauses (2) and (3), in the ordinary course of business and consistent with past practice;
- other than in accordance with contracts or agreements in effect on the date of the merger agreement, sell, transfer, mortgage, encumber or otherwise dispose of any of its properties or assets having a value in excess of $2.0 million individually or $5.0 million in the aggregate to any person (other than to Convergys or a wholly owned subsidiary of Convergys and other than (1) sales of inventory, (2) sales of rental equipment in the ordinary course or obsolete or worthless equipment, or (3) commodity, purchase, sale or hedging agreements that can be terminated upon 90 days or less notice without penalty (which term will not be construed to include customary settlement costs), and power contracts, in each case in the ordinary course of business);
- acquire any assets (other than acquisitions of assets in the ordinary course of business or transactions of a type described in any other bullet of this paragraph that are not prohibited by this paragraph) or any other person or business of any other person (whether by merger or consolidation, acquisition of stock or assets or by formation of a joint venture or otherwise) or make any investment in any person, in each case other than a wholly owned subsidiary of Convergys (or any assets thereof), either by purchase of stock or securities, contributions to capital, property transfers or purchase of property or assets of any person other than a wholly owned subsidiary of Convergys, if such acquisition or investment is in excess of $2.0 million individually or $5.0 million in the aggregate;
- except as required by any collective bargaining agreement, labor union contract, trade union agreement or Convergys employee benefit plan, (1) establish, adopt, materially amend or terminate any material Convergys employee benefit plan or create or enter into any plan, agreement, program, policy, trust, fund or other arrangement that would be a material Convergys employee benefit plan if it were in existence as of the date of the merger agreement, except for adoptions, amendments or terminations in the ordinary course of business that do not materially increase costs, (2) increase in any manner the compensation (including severance, change-in-control and retention compensation) or benefits of any current or former employees of Convergys or its subsidiaries, except for increases in the ordinary course of business consistent with past practice, (3) pay or award, or commit to pay or award, any bonuses or incentive compensation, other than in the ordinary course of business consistent with past practice, (4) accelerate any rights or benefits under any Convergys employee benefit plan or (5) accelerate the time of vesting or payment of any award under any Convergys employee benefit plan;

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- accelerate, terminate or cancel, or waive, release or assign any material term of, or right, obligation or claim under, any material contract (other than expiration of any such material contract in accordance with its term) or amend or modify any material contract in a manner that is materially adverse to Convergys or any of its subsidiaries, in each case other than in the ordinary course;
- enter into (1) any lease requiring an annual payment in excess of $2.0 million or (2) any procurement contract with continuing obligations for Convergys or any of its subsidiaries which extend more than 12 months from the date of such contract that is expected to involve amounts to be paid by or obligations of, Convergys or any of its subsidiaries in excess of $2.0 million in any 12 month period (except, in the case of this clause (2), for agreements of a type described in any other bullet of this paragraph that are not prohibited by such bullet);
- make any material loans or advances, except for operating leases and extensions of credit terms to customers in the ordinary course of business;
- other than in the ordinary course of business, (1) amend any material tax return, (2) make, change or revoke any material tax election, (3) settle or compromise any material tax claim or assessment by any governmental authority for an amount that exceeds (other than by a de minimis amount) the amount reserved, in accordance with GAAP, on the consolidated balance sheet of Convergys and its subsidiaries included in its Annual Report on Form 10-K for the annual period ended December 31, 2017, (4) surrender or waive any right to claim a material tax refund or (5) consent to any extension or waiver of the statute of limitations period applicable to any material tax claim or assessment;
- other than in the ordinary course of business, settle, compromise or otherwise resolve any proceeding (excluding any audit, claim or other proceeding in respect of taxes) in a manner resulting in liability for, or restrictions on the conduct of business by, Convergys or any of its subsidiaries, other than settlements of, compromises for or resolutions of any proceeding (1) funded, subject to payment of a deductible, by insurance coverage maintained by Convergys or any of its subsidiaries or (2) for payment of less than $2.5 million (after taking into account insurance coverage maintained by Convergys or any of its subsidiaries) in the aggregate beyond the amounts reserved on the consolidated financial statements of Convergys;
- make or commit to make capital expenditures exceeding $2.0 million individually, other than capital expenditures contemplated in Convergys' capital expenditure budget for the fiscal year ending December 31, 2018, as disclosed to SYNNEX prior to the date of the merger agreement, but in the event the completion of the initial merger has not occurred prior to January 1, 2019, Convergys may establish a capital expenditure budget for the fiscal year ending December 31, 2019 in an amount no greater than 110% in the aggregate of the capital expenditure budget for the fiscal year ending December 31, 2018, and also make or commit to make capital expenditures in accordance with such budget;
- implement or adopt any material change in its tax or financial accounting principles or methods, other than as may be required by GAAP or applicable law; or
- agree to take, or make any commitment to take, any of the foregoing actions that are prohibited pursuant to the foregoing.

In addition, during the period from the date of the merger agreement until the earlier of the termination of the merger agreement and the completion of the initial merger, Convergys will notify SYNNEX reasonably promptly (but in any event no later than three business days) if Convergys or any of its subsidiaries enters into a contract with a customer by which Convergys or any of its subsidiaries is bound (i) that expressly obligates Convergys or its subsidiaries (or following the closing of the mergers, SYNNEX or its subsidiaries) to conduct business with such customer on a preferential or exclusive basis or that contains most favored nation or similar covenants (other than pursuant to any contracts entered into by Convergys or any of its subsidiaries in effect prior to the execution of the merger agreement or provisions in new contracts with a customer consistent with provisions in contracts with such customer in effect prior to the execution of the merger agreement) or (ii) that involves payments to Convergys or its subsidiaries of more than $36.0 million per annum that is on terms substantially less favorable in the aggregate to Convergys than Convergys contracts with its twenty largest customers for 2017 and 2018 as of the date of the merger agreement.

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Conduct of Business of SYNNEX

During the period from the date of the merger agreement until the earlier of the termination of the merger agreement in accordance with its terms and the effective time of the initial merger, except (i) as required by applicable law, (ii) with the prior written consent of Convergys (which will not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by the merger agreement or (iv) as set forth in SYNNEX confidential disclosure schedule delivered to Convergys concurrently with execution of the merger agreement, SYNNEX will not, and will not permit any of its subsidiaries to, among other things:

- acquire or agree to acquire by merging or consolidating with, or by purchasing a material portion of the assets of or equity in, any person if the entering into of a definitive agreement relating to or the consummation of such transaction could reasonably be expected to (i) prevent, materially delay or materially impede the obtaining of, or adversely affect in any material respect the ability of SYNNEX to procure, any authorizations, consents, orders, declarations or approvals of any governmental authority or the expiration or termination of any applicable waiting period necessary to consummate the transactions contemplated by the merger agreement or (ii) materially increase the risk of any governmental authority entering an order, ruling, judgment or injunction prohibiting the consummation of the transactions contemplated by the merger agreement or (iii) take any action that is intended to or would reasonably be expected to adversely affect or materially delay the ability of SYNNEX to consummate the transactions contemplated by the merger agreement.

Obligations to Recommend the Adoption of the Merger Agreement and the Approval of the Stock Issuance

As discussed under Convergys Proposal I: Adoption of the Merger Agreement and SYNNEX Proposal I: Approval of the Stock Issuance—Convergys Reasons for the Mergers; Recommendations of the Convergys Board of Directors that Convergys Shareholders Adopt the Merger Agreement, Convergys board of directors unanimously recommends that Convergys shareholders vote **FOR** the adoption of the merger agreement. Convergys board of directors, however, may make an adverse recommendation change under specified circumstances as discussed under —No Solicitation.

Similarly, as discussed under Convergys Proposal I: Adoption of the Merger Agreement and SYNNEX Proposal I: Approval of the Stock Issuance—SYNNEX Reasons for the Mergers; Recommendations of SYNNEX Board of Directors that SYNNEX Stockholders Approve the Stock Issuance, SYNNEX board of directors unanimously recommends that SYNNEX stockholders vote **FOR** the stock issuance.

Neither Convergys board of directors nor any committee thereof will:

- change, qualify, withhold, withdraw or modify, or authorize or resolve to or publicly propose or announce its intention to change, qualify, withhold, withdraw or modify, in each case in any manner adverse to SYNNEX, or fail to include in this joint proxy statement/prospectus, a recommendation that Convergys shareholders adopt the merger agreement;
- approve or recommend to Convergys shareholders, or resolve to or publicly propose or announce its intention to approve or recommend to Convergys shareholders, a takeover proposal;
- fail to recommend against acceptance of any takeover proposal that is structured as a tender offer or exchange offer for Convergys common shares within ten business days after commencement of such offer;
- fail to reaffirm the recommendation that Convergys shareholders adopt the merger agreement within ten business days after a request therefor by SYNNEX following the date any written takeover proposal (or any material written modification thereto) is first publicly disclosed by Convergys or the person making the written takeover proposal (provided that SYNNEX may not make such a request more than once for each takeover proposal or material modification thereto);
- agree or publicly propose to do any of the foregoing (any action described in the first five bullets of this paragraph are collectively referred to in this joint proxy statement/prospectus as an adverse recommendation change); or

- authorize, cause or permit Convergys or any of its subsidiaries to enter into any letter of intent, memorandum of understanding, agreement (including an acquisition agreement, merger agreement, joint

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venture agreement or other agreement), commitment or agreement in principle with respect to any takeover proposal, other than a confidentiality agreement containing confidentiality provisions that are, in the aggregate, no less favorable to Convergys than those contained in its confidentiality agreement with SYNNEX.

Takeover proposal means any bona fide proposal or offer made by any person or group of related persons (other than SYNNEX and its subsidiaries and affiliates), and whether involving a transaction or series of related transactions, for (i) a merger, reorganization, share exchange, consolidation, business combination, dissolution, liquidation or similar transaction involving Convergys, (ii) the acquisition by any person or group of related persons (other than SYNNEX and its affiliates) of more than 20% of the assets of Convergys and its subsidiaries, on a consolidated basis (in each case, including securities of the subsidiaries of Convergys), or (iii) the direct or indirect acquisition by any person or group of related persons (other than SYNNEX and its affiliates) of more than 20% of the Convergys common shares then issued and outstanding.

No Solicitation

Subject to the exceptions described below, Convergys will not, and will cause each of its subsidiaries and its and their respective officers and directors, and will instruct each of its other representatives not to, directly or indirectly:

- solicit, initiate, or knowingly encourage or facilitate any proposal or offer or any inquiries regarding the making of any proposal or offer, including any proposal or offer to its shareholders, that constitutes, or would reasonably be expected to lead to, a takeover proposal;
- engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other person any information in connection with or for the purpose of encouraging or facilitating, any inquiry, proposal or offer that constitutes, or would reasonably be expected to lead to, a takeover proposal (other than, in response to an unsolicited inquiry, to ascertain facts from the person making such takeover proposal for the sole purpose of clarifying the terms and conditions thereof so as to determine whether such takeover proposal constitutes, or would reasonably be expected to lead to, a superior acquisition proposal (as defined below) and to refer the inquiring person to the non-solicit provisions of the merger agreement and to limit its conversation or other communication exclusively to such referral and such clarifying of terms as provided herein); or
- approve, recommend or enter into, or propose to approve, recommend or enter into, any letter of intent or similar document, agreement, commitment, or agreement in principle with respect to a takeover proposal.

Superior acquisition proposal means a takeover proposal, substituting 50% for 20% in the definition thereof, that Convergys board of directors determines in good faith, after consultation with Convergys independent financial advisors and outside legal counsel, taking into account the timing, likelihood of consummation, legal, financial, regulatory and other aspects of the takeover proposal, including the financing terms thereof, and such other factors as Convergys board of directors considers to be appropriate, to be more favorable to Convergys and its shareholders than the transactions contemplated by the merger agreement.

Convergys will, and will cause each of its subsidiaries and direct its and their representatives to, immediately cease and cause to be terminated any discussions or negotiations with any persons (other than SYNNEX and the Merger Subs) that may be ongoing with respect to a takeover proposal and will use commercially reasonable efforts to cause any such person in possession of non-public information in respect of Convergys or its subsidiaries that was furnished by or on behalf of Convergys and its subsidiaries in connection with such takeover proposal to return or destroy (and confirm such destruction of) all such information. Convergys will not release any third party from, or waive, amend or modify any provision of, or grant permission under, any standstill or confidentiality provision with respect to a takeover proposal or similar matter in any agreement to which Convergys is a party; provided, that if Convergys board of directors determines in good faith, after consultation with its outside legal counsel that the failure to take such action would be inconsistent with the directors fiduciary duties under applicable law, Convergys may waive any such standstill provision solely to the extent necessary to permit a third party to make a takeover proposal.

However, if at any time after the date of the merger agreement and prior to obtaining the Convergys shareholder approval, Convergys receives a bona fide unsolicited written takeover proposal from any person that

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did not result from a breach of the restrictions contained in —Obligations to Recommend the Adoption of the Merger Agreement and the Approval of the Stock Issuance and —No Solicitation, and if Convergys board of directors determines in good faith, after consultation with its independent financial advisors and outside legal counsel, that such takeover proposal constitutes or could reasonably be expected to lead to a superior acquisition proposal, then Convergys and its representatives may (i) furnish, pursuant to a confidentiality agreement containing confidentiality provisions that are, in the aggregate, no less favorable to Convergys than those contained in its confidentiality agreement with SYNNEX, information (including non-public information) with respect to Convergys and its subsidiaries to the person that has made such takeover proposal and its representatives (provided, that Convergys will, substantially concurrently with the delivery to such person, provide to SYNNEX any non-public information concerning Convergys or any of its subsidiaries that is provided or made available to such person or its representatives unless such non-public information has been previously provided to SYNNEX) and (ii) engage in or otherwise participate in discussions or negotiations with the person making such takeover proposal and its representatives regarding such takeover proposal. Convergys will promptly (and in any event within 24 hours) notify SYNNEX in writing if Convergys takes any of the actions in clauses (i) and (ii) above.

Convergys will promptly (and in no event later than 24 hours after receipt) notify SYNNEX in writing in the event that Convergys or any of its representatives receives a takeover proposal or any offer, proposal, inquiry or request for information or discussions relating to Convergys or its subsidiaries that would be reasonably likely to lead to or that contemplates a takeover proposal, including the identity of the person making such takeover proposal or offer, proposal, inquiry or request and the material terms and conditions thereof. Convergys will keep SYNNEX reasonably informed, on a reasonably current basis (but in no event more often than once every 24 hours), as to the status of (including any material developments) such takeover proposal, offer, proposal, inquiry or request.

Notwithstanding anything to the contrary, at any time after the date of the merger agreement and prior to the time the Convergys shareholder approval is obtained, Convergys board of directors may make an adverse recommendation change if, prior to taking such action, Convergys board of directors has determined in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with Convergys board of directors fiduciary duties under applicable law; provided, that prior to making such adverse recommendation change, (I) Convergys has given SYNNEX at least two business days prior written notice of its intention to take such action specifying, in reasonable detail, the reasons therefor, and (II) upon the end of such notice period, Convergys board of directors will have considered in good faith any revisions to the terms of the merger agreement proposed in writing by SYNNEX, and will have determined, after consultation with independent financial advisors and outside legal counsel, that the failure to make an adverse recommendation change would reasonably be expected to continue to be inconsistent with Convergys board of directors fiduciary duties under applicable law.

Notwithstanding the foregoing, at any time after the date of the merger agreement and prior to the time the Convergys shareholder approval is obtained, if Convergys board of directors has determined in good faith, after consultation with independent financial advisors and outside legal counsel, that a written takeover proposal made after the date of the merger agreement constitutes a superior acquisition proposal, Convergys board of directors may, subject to compliance with this paragraph, (i) make an adverse recommendation change or (ii) cause Convergys to terminate the merger agreement in order to enter into a definitive agreement relating to such superior acquisition proposal subject to paying a termination fee to SYNNEX in accordance with the provisions described under —Termination Fees and Expenses; provided, that prior to so making an adverse recommendation change or terminating the merger agreement, (A) Convergys has given SYNNEX at least four business days prior written notice of its intention to take such action, including the material terms and conditions of, and the identity of the person making, any such superior acquisition proposal and has contemporaneously provided to SYNNEX a copy of the superior acquisition proposal and a copy of any proposed superior acquisition proposal (which version will be updated, as applicable, promptly), (B) at the end of such notice period, Convergys board of directors will have considered in good faith any revisions to the terms of the merger agreement proposed in writing by SYNNEX, and will have determined, after consultation with its independent

financial advisors and outside legal counsel, that the superior acquisition proposal would nevertheless continue to constitute a superior acquisition proposal if the revisions proposed by SYNNEX were to be given effect, and (C) in the event of any change to any of the financial terms (including the form, amount and timing of payment of consideration) or any other material terms of such superior acquisition proposal, Convergys will, in each case,

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have delivered to SYNNEX an additional notice consistent with that described in clause (A) above of this proviso and a new notice period of two business days will commence during which time Convergys will be required to comply with the requirements of this paragraph anew with respect to such additional notice, including clauses (A) through (C) above of this proviso.

Nothing will prohibit Convergys or Convergys board of directors from (i) taking and disclosing to the shareholders of Convergys a position contemplated by Rule 14e-2(a) or Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act (it being understood that such action may constitute an adverse recommendation change for purposes of the preceding paragraph and SYNNEX termination right in the event of an adverse recommendation change if it otherwise satisfies the definition thereof) or (ii) from making any stop, look and listen communication to the shareholders of Convergys pursuant to Rule 14d 9(f) under the Exchange Act.

Proxy Statement and Registration Statement Covenant

As promptly as reasonably practicable following the date of the merger agreement, (i) Convergys and SYNNEX have agreed to jointly prepare and each file with the SEC this joint proxy statement/prospectus and (ii) SYNNEX has agreed to prepare and file with the SEC the registration statement on Form S-4 with respect to the shares of SYNNEX common stock issuable in connection with the initial merger, which will include this joint proxy statement/prospectus with respect to the Convergys special meeting and the SYNNEX special meeting. Each of Convergys and SYNNEX will use its reasonable best efforts to (A) have the registration statement on Form S-4 declared effective under the Securities Act as promptly as practicable after such filing, (B) ensure that the registration statement on Form S-4 complies in all material respects with the applicable provisions of the Exchange Act and Securities Act, and (C) keep the registration statement on Form S-4 effective for so long as necessary to complete the mergers.

Each of Convergys and SYNNEX has agreed to furnish all information concerning itself, its respective affiliates and the holders of its shares to the other and provide such other assistance as may be reasonably requested in connection with the preparation, filing and distribution of this joint proxy statement/prospectus and the registration statement on Form S-4. Each of Convergys and SYNNEX has agreed to provide the other party with a reasonable period of time to review this joint proxy statement/prospectus and any amendments thereto prior to filing and will reasonably consider any comments from the other party. Each of Convergys and SYNNEX will respond promptly to any comments from the SEC or the staff of the SEC. Each of Convergys and SYNNEX will notify the other party promptly of the receipt of any comments (whether written or oral) from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to this joint proxy statement/prospectus or the registration statement on Form S-4 or for additional information and will supply the other party with copies of all correspondence between it and any of its representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to this joint proxy statement/prospectus or registration statement on Form S-4 or the transactions contemplated by the merger agreement within 48 hours of the receipt thereof. This joint proxy statement/prospectus and registration statement on Form S-4 will comply as to form in all material respects with the applicable requirements of the Exchange Act and Securities Act.

If at any time prior to the Convergys special meeting or the SYNNEX special meeting (or any adjournment or postponement of the Convergys special meeting or the SYNNEX special meeting) any information relating to SYNNEX or Convergys, or any of their respective affiliates, officers or directors, is discovered by SYNNEX or Convergys that should be set forth in an amendment or supplement to this joint proxy statement/prospectus and registration statement on Form S-4, so that this joint proxy statement/prospectus and registration statement on Form S-4 would not include a misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party that discovers such information will promptly notify the other party and an appropriate amendment or supplement describing such information will be promptly filed by Convergys and/or SYNNEX with the SEC and, to the extent required by

applicable law, disseminated to Convergys shareholders and SYNNEX stockholders. Convergys will cause this joint proxy statement/prospectus and registration statement on Form S-4 to be mailed to Convergys shareholders, and SYNNEX will cause this joint proxy statement/prospectus and registration statement on Form S-4 to be mailed to SYNNEX stockholders, as promptly as reasonably practicable after the registration statement on Form S-4 is declared effective under the Securities Act.

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Obligations to Call Shareholders and Stockholders Meetings

As soon as reasonably practicable following the effectiveness of the registration statement on Form S-4, Convergys will take all actions necessary in accordance with applicable law and its organizational documents to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of this joint proxy statement/prospectus for the purpose of obtaining the Convergys shareholder approval. Unless Convergys makes an adverse recommendation change, as discussed under —No Solicitation, it will solicit, and use its reasonable best efforts to obtain, the Convergys shareholder approval at the Convergys special meeting as soon as reasonably practicable.

As soon as reasonably practicable following the effectiveness of the registration statement on Form S-4, SYNNEX will take all action necessary in accordance with applicable law and its organizational documents to set a record date for, duly give notice of, convene and hold a meeting of its stockholders following the mailing of this joint proxy statement/prospectus for the purpose of obtaining the SYNNEX stockholder approval. SYNNEX will solicit, and use its reasonable best efforts to obtain, the SYNNEX stockholder approval at the SYNNEX special meeting as soon as reasonably practicable.

Neither Convergys nor SYNNEX may adjourn or postpone the meeting of its shareholders or stockholders, respectively, without the prior written consent of the other party (which will not be unreasonably withheld, conditioned or delayed). However, each party may, without the prior written consent of the other party, adjourn or postpone the meeting of its shareholders or stockholders, as applicable, (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that its board of directors has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable law, (ii) if as of the time that the meeting of its shareholders or stockholders, respectively, is originally scheduled, there are insufficient shares of Convergys common shares or SYNNEX common stock, respectively, represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting, or (iii) if such party reasonably determines in good faith that the Convergys shareholder approval or SYNNEX stockholder approval, as applicable, is unlikely to be obtained. Without the prior written consent of the other party (which will not be unreasonably withheld, conditioned or delayed), the approval of the adoption the merger agreement, with respect to Convergys, and the issuance of SYNNEX common stock in connection with the initial merger, with respect to SYNNEX, will be the only matters (other than matters of procedure and matters required by applicable law to be voted on by such party s shareholders or stockholders, as applicable, in connection with the adoption of the merger agreement) that such party will propose to be acted on by its shareholders or stockholders, as applicable, at the Convergys special meeting and the SYNNEX special meeting, respectively.

Employee Matters

Effective as of the completion of the initial merger and during the one-year period immediately following the completion of the initial merger, SYNNEX will provide, or will cause the surviving company to provide, to each employee of Convergys or its subsidiaries who was an employee immediately prior to the completion of the initial merger and who continues to be employed by SYNNEX or the surviving company or any of their respective subsidiaries following the completion of the initial merger, which individuals are collectively referred to in this joint proxy statement/prospectus as Convergys employees, base compensation and cash incentive compensation opportunities that, in each case, are no less favorable than the base compensation and cash incentive compensation opportunities that were provided to such Convergys employee immediately before the completion of the initial merger (it being understood that in the case of cash incentive compensation opportunity, the underlying performance metrics need not be no less favorable than, or use the same type of metric as, those provided immediately before the completion of the initial merger, so long as they are of substantially comparable achievability as determined in reasonable good faith by SYNNEX as those provided immediately before the completion of the initial merger).

Effective as of the completion of the initial merger and during the eight-month period immediately following the completion of the initial merger, SYNNEX will provide, or will cause the surviving company to provide, to each Convergys employee, employee benefits that are, in the aggregate, no less favorable than the employee benefits that were provided to such Convergys employee immediately before the completion of the initial merger; provided, however, that nothing included in this paragraph will prevent SYNNEX from making modifications to the employee benefits offered to its U.S. employees, including Convergys employees, at SYNNEX next open enrollment, which will be effective for the policy year starting on July 1, 2019. SYNNEX

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will provide, or will cause the surviving company to provide, to each Convergys employee whose employment is involuntarily terminated by Convergys during the two-year period following the completion of the initial merger, the severance benefits, if any, that would have been provided to such Convergys employee under Convergys severance arrangements in effect immediately prior to the completion of the initial merger.

Each Convergys employee who immediately prior to the completion of the initial merger is then participating in Convergys Annual Incentive Plans (AIP) (including the 2018 AIP adopted by resolution of the compensation and benefits committee of Convergys board of directors) or other non-sales bonus plans for Convergys employees at the level of director and above, which are collectively referred to in this joint proxy statement/prospectus as bonus plans, will be entitled to receive an annual bonus payment in respect of fiscal year 2018 pursuant to the terms of the applicable bonus plan and hereof so long as such Convergys employee remains employed by Convergys or a subsidiary thereof continuously up to and including December 31, 2018; provided, that a Convergys employee who experiences a severance-qualifying termination of employment under a severance plan of Convergys and its affiliates (or, in the case of a Convergys employee employed outside of the United States, pursuant to applicable law) on or after the closing of the mergers and on or before December 31, 2018 will be entitled to receive the annual bonus payment in respect of fiscal year 2018 that would otherwise be payable to such Convergys employee pursuant to the terms hereof, prorated to reflect the percentage of 2018 elapsed through the date of such termination of employment; but, provided, further, that such prorated payment will be reduced (but not below zero) by any prorated bonus in respect of fiscal year 2018 to which the applicable Convergys employee is entitled pursuant to a severance plan of Convergys and its affiliates (or, in the case of a Convergys employee employed outside of the United States, pursuant to applicable law). The amount of each bonus payment will be based on the actual level of achievement of the applicable performance goals established under the applicable bonus plan in respect of fiscal year 2018 (with such determination of performance to exclude any costs relating to the mergers, as applicable), as determined by SYNNEX in accordance with the applicable bonus plan; provided, however, that (i) a Convergys employee s bonus amount will be no less than 80% of such Convergys employee s target bonus payment amount, and (ii) in the event that the actual level of achievement of the applicable performance goals meets or exceeds the target level of achievement, the target bonus payment will be increased by 10% of the amount provided for under the terms of the applicable bonus plan. Annual bonuses for Convergys 2018 fiscal year will be paid at the same time that SYNNEX pays annual bonuses in respect of its fiscal year ending November 30, 2018 to its employees, but in no event will payment be made later than March 15, 2019. Without limiting the generality of the foregoing (but notwithstanding the payment timing set forth in the immediately preceding sentence), in the event that the completion of the initial merger has not occurred prior to January 1, 2019, annual bonuses for Convergys 2018 fiscal year will be determined by Convergys in accordance with this paragraph as if the closing of the mergers had occurred immediately prior to the conclusion of such fiscal year and paid by Convergys at the time that Convergys normally pays annual bonuses in the ordinary course of business consistent with past practice, or, at Convergys election, immediately prior to the closing of the mergers.

Following the closing date of the mergers, SYNNEX will, or will cause the surviving company to, cause any employee benefit or compensation plans sponsored or maintained by SYNNEX or the surviving company or their subsidiaries in which Convergys employees are eligible to participate following the closing date of the mergers, which are collectively referred to in this joint proxy statement/prospectus as post-closing plans, to recognize the service of each Convergys employee with Convergys and its subsidiaries (and any predecessor thereto) prior to the closing date of the mergers for purposes of eligibility, vesting and level of benefits under such post-closing plans; provided, that such recognition of service will not apply (i) for purposes of benefit accrual under any post-closing plan that is a final average pay defined benefit retirement plan, or (ii) to the extent that such crediting would result in a duplication of benefits. With respect to any post-closing plan that provides medical, dental or vision insurance benefits, for the plan year in which such Convergys employee is first eligible to participate, SYNNEX will (A) cause any preexisting condition limitations or eligibility waiting periods under such plan to be waived with respect to such Convergys employee to the extent such limitation would have been waived or satisfied under the Convergys employee benefit plan in which such Convergys employee participated immediately prior to the completion of the initial merger and (B)

credit each Convergys employee for any co-payments or deductibles incurred by such Convergys employee in such plan year for purposes of any applicable deductible and annual out-of-pocket expense requirements under any such post-closing plan. Such credited expenses will also count toward any annual or lifetime limits, treatment or visit limits or similar limitations that apply under the terms of the applicable plan.

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Notwithstanding anything to the contrary contained in the merger agreement, with respect to any Convergys employees who are covered by a collective bargaining agreement, labor union contract, trade union agreement or who are based outside of the United States, SYNNEX obligations will be in addition to, and not in contravention of, any obligations under the applicable collective bargaining agreement, labor union contract, trade union agreement or under the laws of the foreign countries and political subdivisions thereof in which such Convergys employees are based.

SYNNEX acknowledged under the merger agreement that a change in control of Convergys or other event with similar import, within the meaning of the Convergys employee benefit plans that contain such terms, will occur upon the completion of the initial merger.

Regulatory Approvals

Prior to the closing of the mergers, SYNNEX, the Merger Subs and Convergys will use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under any applicable laws to consummate and make effective the mergers as promptly as practicable, including (i) preparing and filing all forms, registrations and notifications required to be filed to consummate the mergers, (ii) using reasonable best efforts to satisfy the conditions to consummating the mergers, (iii) using reasonable best efforts to obtain (and to cooperate with each other in obtaining) any consent, authorization, expiration or termination of a waiting period, permit, order or approval of, waiver or any exemption by, any governmental authority (including furnishing all information and documentary material required under the HSR Act) required to be obtained or made by SYNNEX, either Merger Sub, Convergys or any of their respective subsidiaries in connection with the mergers or the taking of any action contemplated by the merger agreement, (iv) using reasonable best efforts to defend any lawsuits or other legal proceedings, whether judicial or administrative, challenging the merger agreement or the consummation of the mergers and (v) the execution and delivery of any reasonable additional instruments necessary to consummate the mergers and to fully carry out the purposes of the merger agreement. Early termination under the HSR Act was granted, effective on July 30, 2018.

None of SYNNEX nor either Merger Sub has any obligation to, or to cause any of their respective subsidiaries or affiliates or Convergys to: (A) sell, license, divest or dispose of or hold separate the assets, intellectual property or businesses of any entity; (B) terminate, amend or assign any existing relationships or contractual rights or obligations of any entity; (C) change or modify any course of conduct regarding future operations of any entity; (D) otherwise take any action that would limit the freedom of action with respect to, or the ability to retain, one or more businesses, assets or rights of any entity or interests therein; or (E) commit to take any such action in the foregoing clause (A), (B), (C) or (D). Notwithstanding the foregoing, SYNNEX and the Merger Subs will take the actions in the foregoing clause (A), (B), (C), (D) and/or (E) if such actions (1) are necessary to permit the closing of the mergers to occur as promptly as practicable and in any event before the end date and (2) would not, individually or in the aggregate, reasonably be expected to be have a material adverse effect on SYNNEX and its subsidiaries, taken as a whole, after giving effect to the mergers (assuming SYNNEX and its subsidiaries, taken as a whole, after giving effect to the mergers, were the size of Convergys and its subsidiaries, taken as a whole, prior to giving effect to the mergers).

SYNNEX and Convergys will each keep the other apprised of the status of matters relating to the completion of the mergers and work cooperatively in connection with obtaining all required consents, authorizations, orders or approvals of, or any exemptions by, any governmental authority undertaken pursuant to the foregoing. In that regard, prior to the closing of the mergers, each party will promptly consult with the other party with respect to and provide any necessary information and assistance as the other party may reasonably request with respect to (and, in the case of correspondence, provide the other party (or their counsel) with copies of) all notices, submissions or filings made by or on behalf of such party or any of its affiliates with any governmental authority or any other information supplied by or on behalf of such party or any of its affiliates to, or correspondence with, a governmental authority in connection with the merger agreement and the mergers. Each party to the merger agreement will promptly inform the other party,

and if in writing, furnish the other party with copies of (or, in the case of oral communications, advise the other party orally of) any communication from or to any governmental authority regarding the mergers, and permit the other party to review and discuss in advance, and consider in good faith the views of the other party in connection with, any proposed communication or submission with any such governmental authority. Neither SYNNEX nor Convergys nor any of their respective affiliates will participate in any meeting or teleconference with any governmental authority in

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connection with the merger agreement and the mergers unless it consults with the other party in advance and, to the extent not prohibited by such governmental authority, gives the other party the opportunity to attend and participate thereat. Notwithstanding the foregoing, SYNNEX and Convergys may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other as Antitrust Counsel Only Material. Such materials and the information contained therein will be given only to the outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (SYNNEX or Convergys, as the case may be) or its legal counsel. Notwithstanding anything to the contrary, materials provided may be redacted (i) to remove references concerning the valuation of Convergys and the mergers, (ii) as necessary to comply with contractual arrangements and (iii) as necessary to address reasonable privilege concerns.

Convergys and SYNNEX will make or file, as promptly as practicable, with the appropriate governmental authority all filings, forms, registrations and notifications required to be filed to consummate the mergers under any applicable antitrust law, and subsequent to such filings, Convergys and SYNNEX will, and will cause their respective affiliates to, as promptly as practicable, respond to inquiries from governmental authorities, or provide any supplemental information that may be requested by governmental authorities, in connection with filings made with such governmental authorities. Each of SYNNEX and Convergys filed its required HSR Act notification and report with respect to the mergers on July 19, 2018, and the request for early termination of the HSR Act waiting period was granted effective on July 30, 2018.

If requested by SYNNEX, Convergys will agree to any action contemplated by the foregoing if any such agreement or action is conditioned on the consummation of the mergers. However, in no event will Convergys or its affiliates propose, negotiate, effect or agree to any such actions without the prior written consent of SYNNEX.

Indemnification and Insurance

The merger agreement provides that, from and after the effective time of the initial merger, the surviving company and SYNNEX will indemnify and hold harmless all past and present directors, officers and employees of Convergys or any of its subsidiaries and each person who served as a director, officer, managing member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise at the request or for the benefit of Convergys or any of its subsidiaries (which individuals, together with such persons heirs, executors and administrators, are collectively referred to in this joint proxy statement/prospectus as covered persons) to the fullest extent permitted by law as provided in Convergys organizational documents or similar governing documents of Convergys subsidiaries, in each case as in effect on the date of the merger agreement, or pursuant to any other contracts in effect on the date of the merger agreement and disclosed in Convergys confidential disclosure schedule delivered to SYNNEX concurrently with execution of the merger agreement, which are collectively referred to in this joint proxy statement/prospectus as indemnification contracts, against any costs and expenses (including advancing attorneys fees and expenses in advance of the final disposition of any claim, suit, proceeding or investigation to each covered person to the fullest extent permitted by law), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened proceeding brought by a governmental authority or investigation, whether civil, criminal, administrative or investigative, arising out of acts or omissions occurring at or prior to the completion of the initial merger (including acts or omissions in connection with such persons serving as an officer, director or other fiduciary in any entity at the request or for the benefit of Convergys).

Without limiting the foregoing, from and after the effective time of the initial merger, SYNNEX and the surviving company will indemnify and hold harmless covered persons to the fullest extent permitted by law as provided in Convergys organizational documents or similar governing documents of Convergys subsidiaries, in each case as in effect on the date of the merger agreement, or pursuant to any indemnification contract for acts or omissions occurring

in connection with the process resulting in and the adoption and approval of the merger agreement and the consummation of the transactions contemplated by the merger agreement. From and after the effective time of the initial merger, SYNNEX, Convergys and the surviving company will advance expenses (including reasonable legal fees and expenses) incurred in the defense of any proceeding brought by a governmental authority or investigation with respect to the matters subject to indemnification in accordance with the procedures (if any) set forth in Convergys organizational documents, the certificate or articles of incorporation and code of regulations or bylaws, or other organizational or governance documents, of any

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subsidiary of Convergys, and indemnification contracts. In the event of any such proceeding brought by a governmental authority or investigation, SYNNEX and the surviving company will cooperate with covered persons in the defense of any such proceeding brought by a governmental authority or investigation.

For not less than six years from and after the effective time of the initial merger, to the extent permitted by applicable law, certificate of incorporation and bylaws of the surviving company will contain provisions no less favorable with respect to exculpation, indemnification of and advancement of expenses to covered persons for periods at or prior to the effective time of the initial merger than are currently set forth in Convergys organizational documents. Notwithstanding anything to the contrary, if any proceeding brought by a governmental authority or investigation (whether arising before, at or after the effective time of the initial merger) is made against such persons with respect to matters subject to indemnification hereunder on or prior to the sixth anniversary of the effective time of the initial merger, this paragraph will continue in effect until the final disposition of such proceeding brought by a governmental authority or investigation. Following the effective time of the initial merger, the indemnification agreements, if any, in existence on the date of the merger agreement with any of the directors, officers or employees of Convergys or any its subsidiaries will be assumed by the surviving company, without any further action, and will continue in full force and effect in accordance with their terms.

For not less than six years from and after the effective time of the initial merger, the surviving company will, and SYNNEX will cause the surviving company to, maintain for the benefit of the directors and officers of Convergys and its subsidiaries, as of the date of the merger agreement and as of the effective time of the initial merger, an insurance and indemnification policy that provides coverage for events occurring prior to the effective time of the initial merger that is substantially equivalent to and in any event not less favorable in the aggregate than the existing policies of Convergys and its subsidiaries or, if substantially equivalent insurance coverage is unavailable, the best available coverage; provided, that the surviving company will not be required to pay an annual premium for such insurance and indemnification policy in excess of 300% of the last annual premium paid prior to the date of the merger agreement, but in such case will purchase as much coverage as is available for such amount. The provisions of the immediately preceding sentence will be deemed to have been satisfied if prepaid policies have been obtained prior to the effective time of the initial merger (which Convergys will be permitted to purchase prior to the effective time of the initial merger at a price of no more than 300% of the last annual premium for each year of coverage), which policies provide such directors and officers with coverage for an aggregate period of at least six years from and after the effective time of the initial merger with respect to claims arising from facts or events that occurred on or before the effective time of the initial merger, including in respect of the transactions contemplated by the merger agreement. If such prepaid policies have been obtained prior to the effective time of the initial merger, the surviving company will, and SYNNEX will cause the surviving company to, maintain such policies in full force and effect, and continue to honor the obligations thereunder.

In the event that SYNNEX or the surviving company (i) consolidates with or merges into any other person and will not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then proper provision will be made so that such continuing or surviving corporation or entity or transferee of such assets, as the case may be, will assume the indemnification obligations set forth herein.

The foregoing obligations will not be terminated or modified in any manner that is adverse to covered persons (and their respective successors and assigns), it being expressly agreed that covered persons (including their respective successors and assigns) are third party beneficiaries of the indemnification provisions. In the event of any breach by the surviving company or SYNNEX of any indemnification provision, the surviving company will pay all reasonable expenses, including attorneys fees, that may be incurred by covered person in enforcing the indemnity and other obligations provided herein as such fees are incurred, upon the written request of such covered person.

From and after the effective time of the initial merger, the surviving company will assume all remaining obligations of Convergys relating to indemnification set forth in Section 5.08 of the Agreement and Plan of Merger by and among Convergys, Comet Merger Co., SGS Holdings, Inc. and the Sellers listed on Schedule I thereto, dated January 6, 2014.

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Tax Matters

The merger agreement requires each of SYNNEX and Convergys (and their respective affiliates) to use their reasonable best efforts to take all actions, and do and to assist and cooperate with the other party in doing, all things reasonably necessary to permit the mergers, taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Code.

Financing

Financing Not a Condition to the Mergers

On August 9, 2018, SYNNEX entered into the takeout facility, pursuant to which the lenders party thereto have committed to provide a $1.8 billion 5-year senior secured term loan A facility. The lenders obligation to fund the term loan under the takeout facility is subject to several conditions as set forth in the takeout facility, including, among others, completion of the mergers, the non-occurrence of a material adverse effect on Convergys, the accuracy of certain representations and warranties related to both SYNNEX and Convergys and SYNNEX and Convergys delivery of certain financial statements.

The availability of the term loan under the takeout facility is not a condition to SYNNEX or either Merger Sub s obligations under the merger agreement.

Cooperation of Convergys

Convergys has agreed to, and to cause its subsidiaries to, use commercially reasonable efforts to cooperate with SYNNEX as necessary in connection with the arrangement of debt financing as may be customary and reasonably requested by SYNNEX in writing, including using commercially reasonable efforts to, upon the request of SYNNEX:

- make appropriate officers or members of the management team (with appropriate seniority and expertise) available for participation at reasonable times in a reasonable number of meetings, lender presentations, conference calls, meetings with prospective lenders and ratings agencies;
- (A) furnish to SYNNEX certain financial information, (B) provide reasonable assistance in the preparation of any reasonable and customary bank information memoranda (including using commercially reasonable efforts to obtain customary authorization letters with respect to the information specific to Convergys or any of its subsidiaries to be reasonably included in any such bank information memoranda from a senior officer of Convergys) or private placement memoranda, rating agency presentations, marketing and/or syndication materials and cooperate reasonably with the debt financing sources' due diligence, in each case with respect to Convergys and its subsidiaries and to the extent customary and reasonable, and (C) assist SYNNEX in the preparation by SYNNEX of customary pro forma financial statements and projections necessary in connection with the debt financing, it being understood that SYNNEX will be solely responsible for any pro forma cost savings, synergies, capitalization, ownership or other post-closing pro forma adjustments;
- assist in the preparation and negotiation and execution and delivery as of the closing of the mergers of any definitive financing documents (including any schedules and exhibits thereto) as may be reasonably requested by SYNNEX including, without limitation, customary certificates;
- facilitate the pledging of, and granting of security interests in, the collateral in connection with the debt financing, including using commercially reasonable efforts to execute and deliver as of the closing of the mergers any customary pledge and security documents or other definitive financing documents, in each case as may be reasonably requested by SYNNEX;
- cause the taking of corporate and other actions by Convergys and its subsidiaries reasonably necessary to permit the consummation of the debt financing on the closing date of the mergers;

provide at least three business days prior to the closing date of the mergers (provided that SYNNEX has made such request at least nine days prior to the closing date of the mergers) all material documentation and other information about Convergys as is reasonably requested by SYNNEX to satisfy applicable know your customer and anti-money laundering rules and regulations, including the USA PATRIOT Act;

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- request from Convergys' existing lenders such customary documents in connection with refinancings of Convergys' existing debt as reasonably requested by SYNNEX in connection with the debt financing and collateral arrangements, including customary payoff letters and related lien releases; and
- comply with any obligations under Convergys' existing indenture, that arise as a result of the execution, delivery or performance by Convergys of the merger agreement and the consummation of the transactions contemplated hereby, including the delivery of any notices and certificates required in connection with the transactions contemplated hereby.

Notwithstanding the foregoing:

- neither Convergys or its subsidiaries nor any persons who are directors, officers or employees of Convergys or its subsidiaries will be required to (A) pass resolutions or consents (except those which are subject to the occurrence of the closing of the mergers passed by directors or officers continuing in their positions following the closing of the mergers) or (B) execute any document or contract or incur any liability that is effective prior to the occurrence of the closing of the mergers, in each case in connection with the debt financing or the financing cooperation contemplated herein (other than, in the case of this bullet, (1) any customary authorization letter described above and (2) any notices required to be delivered pursuant to the existing indenture prior to the closing date of the mergers);
- no obligation of Convergys or any of its subsidiaries or any of their respective representatives to a third party undertaken pursuant to the debt financing or the financing cooperation contemplated herein (other than in connection with any customary authorization letter described above) will be effective until the completion of the initial merger;
- none of Convergys or its subsidiaries or any of their respective representatives will be required (A) to pay any commitment or other similar fee or (B) incur any other cost or expense that is not promptly fully reimbursed by SYNNEX in connection with the debt financing or the financing cooperation contemplated herein prior to the closing of the mergers;
- none of Convergys or its subsidiaries or any of their respective representatives will be required to disclose or provide any information in connection with the debt financing, the disclosure of which, in the reasonable judgment of Convergys, is restricted by contract or applicable law, is subject to attorney-client privilege or could result in the disclosure of any trade secrets or the violation of any confidentiality obligation;
- none of Convergys or its subsidiaries or any of their respective representatives will be required to deliver any financial information with respect to a fiscal period that has not yet ended;
- none of Convergys or its subsidiaries or any of their respective representatives will be required to prepare any (A) pro forma financial information or (B) projections (provided, that, for the avoidance of doubt, Convergys will assist SYNNEX in SYNNEX' preparation of pro forma financial information or projections in accordance with clause (C) of the second bullet above); and
- none of Convergys or its subsidiaries or any of their respective representatives will be required to provide, or cause to be provided, any legal opinions in connection with the debt financing or the financing cooperation contemplated herein; provided, that the limitation in this bullet will not extend to the provision of lawyers' responses provided to auditors in response to auditors' requests for information regarding contingent liabilities in connection with such auditors' review or audit of Convergys' financial statements.

In addition, the merger agreement provides that it does not require Convergys or any of its subsidiaries, prior to the closing of the mergers, to be an issuer or other obligor with respect to the debt financing. SYNNEX will, promptly upon request by Convergys, reimburse Convergys for all reasonable and documented out-of-pocket costs and expenses incurred by Convergys or its subsidiaries or their respective representatives in connection with the debt financing or the financing cooperation contemplated herein and will indemnify and hold harmless Convergys and its subsidiaries and their respective representatives from and against any and all losses suffered or incurred by them in connection with the debt financing, any action taken by them pursuant to the financing cooperation contemplated herein, and any information utilized in connection therewith (other than information

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including in any marketing materials concerning Convergys or its subsidiaries to the extent provided in writing thereby for inclusion in such materials). The obligations of SYNNEX pursuant to the immediately foregoing sentence will survive termination of the merger agreement.

Convergys has also consented to the use of its and its subsidiaries logos in connection with the debt financing; provided, that such logos are used solely in a manner that is not intended, or reasonably likely, to harm, disparage or otherwise adversely affect Convergys or any of its subsidiaries or the reputation or goodwill of any of them.

Other Agreements

The merger agreement contains certain other covenants and agreements, including covenants and agreements requiring, among other things, and subject to certain exceptions and qualifications described in the merger agreement:

- Convergys to provide SYNNEX and its representatives with reasonable access during normal business hours on reasonable advance notice to Convergys' and its subsidiaries' personnel, properties, contracts, commitments, books and records and such other information concerning its business, properties and personnel;
- each of Convergys and SYNNEX to grant approvals and take actions necessary to consummate the transactions contemplated by the merger agreement if any antitakeover law becomes applicable to the merger agreement, the mergers or any other transaction contemplated by the merger agreement;
- each of Convergys and SYNNEX to consult with each other before issuing any press release or making any public announcement with respect to the merger agreement and the transactions contemplated by the merger agreement and, subject to certain exceptions, not issue any such press release or make any such public announcement without the prior consent of the other party;
- each of Convergys and SYNNEX to take steps required to cause dispositions of Convergys common shares and acquisitions of SYNNEX common stock by individuals subject to the reporting requirements of Section 16(a) of the Exchange Act to be exempt under Rule 16b-3 of the Exchange Act;
- each of Convergys and SYNNEX to notify and keep informed the other of any shareholder litigation or other litigation or proceeding brought by a governmental authority against it or its directors or executive officers or other representatives relating to the merger agreement, the mergers, and/or other transactions contemplated by the merger agreement, to give the other party the opportunity to participate in the defense or settlement of such litigation or proceeding and Convergys not to settle such litigation or proceeding without the prior written consent of SYNNEX;
- SYNNEX to cause the Merger Subs and the surviving company to perform their respective obligations under the merger agreement; and
- each of Convergys and SYNNEX to use commercially reasonable efforts to take all actions necessary to delist Convergys common shares from the NYSE and deregister Convergys common shares under the Exchange Act promptly after such delisting.

Termination of the Merger Agreement

The merger agreement may be terminated at any time prior to the completion of the initial merger, whether before or after Convergys shareholders have adopted the merger agreement or SYNNEX stockholders have approved the stock issuance, in any of the following ways:

- by mutual written consent of SYNNEX and Convergys; or
- by either SYNNEX or Convergys, if:
  - the mergers have not been consummated on or prior to 5:00 p.m. (New York City time), on December 28, 2018; provided, that if as of such date any of the following conditions has not been satisfied or waived by Convergys and SYNNEX, the end date may be extended by either SYNNEX or Convergys for a period of 90 days by written notice to the other party, and such date, as so extended, will be the end date; provided, further, that the right to terminate the merger

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agreement pursuant to this paragraph will not be available to a party if the failure of the mergers to be consummated by such date is due to the material breach by such party of any representation, warranty, covenant or other agreement of such party set forth in the merger agreement:

- injunction by any court or other tribunal of competent jurisdiction and absence of law that prevents, enjoins, prohibits or makes illegal the consummation of the mergers, solely to the extent such condition has not been satisfied due to an order or injunction arising under any antitrust law; or
- expiration or termination of all waiting periods applicable to the mergers under the HSR Act (early termination was granted, effective on July 30, 2018) and completion of all other filings, notices, approvals and clearances in certain other jurisdictions;
- an order by a governmental authority of competent jurisdiction has been issued permanently restraining, enjoining or otherwise prohibiting the consummation of the mergers and such order has become final and nonappealable; provided, that the right to terminate the merger agreement pursuant to this paragraph is not available to a party if such order resulted from the material breach by such party of any representation, warranty, covenant or other agreement of such party set forth in the merger agreement;
- Convergys shareholders fail to adopt the merger agreement upon a vote taken on a proposal to adopt the merger agreement at the Convergys special meeting; or
- SYNNEX stockholders fail to approve the stock issuance upon a vote taken on a proposal to approve the stock issuance at the SYNNEX special meeting;
- by SYNNEX, if:
  - Convergys has breached or there is any inaccuracy in any of its representations or warranties, or has breached or failed to perform any of its covenants or other agreements contained in the merger agreement, which breach, inaccuracy or failure to perform (i) if it occurred or was continuing to occur on the closing date of the mergers, would result in a failure of a condition set forth any of the first six bullets set forth in —Conditions to Completion of the Mergers—*Additional Conditions to Completion for the Benefit of SYNNEX and the Merger Subs* and (ii) is either not curable or is not cured by the earlier of (A) the end date and (B) the date that is 30 days following written notice from SYNNEX to Convergys of such breach, inaccuracy or failure; or
  - at any time prior to the receipt of the Convergys shareholder approval, in the event of an adverse recommendation change or in the event of a material breach by Convergys of any of its covenants or agreements described under —Obligations to Recommend the Adoption of the Merger Agreement and the Approval of the Stock Issuance and —No Solicitation, which breach Convergys knew or should have known was a breach of such obligations;
- by Convergys, if:
  - SYNNEX or either Merger Sub has breached or there is any inaccuracy in any of its representations or warranties, or has breached or failed to perform any of its covenants or other agreements contained in the merger agreement, which breach, inaccuracy or failure to perform (i) if it occurred or was continuing to occur on the closing date of the mergers, would result in a failure of a condition set forth any of the first six bullets set forth in —Conditions to Completion of the Mergers—*Additional Conditions to Completion for the Benefit of Convergys* and (ii) is either not curable or is not cured by the earlier of (A) the end date and (B) the date that is 30 days following written notice from Convergys to SYNNEX of such breach, inaccuracy or failure; or
  - at any time prior to the receipt of the Convergys shareholder approval, in accordance with the second to last paragraph of —No Solicitation.

If the merger agreement is validly terminated, the merger agreement will terminate (except that the confidentiality agreement between Convergys and Concentrix Corporation, and the provisions described under —Termination of the Merger Agreement, —Termination Fees and Expenses, —Other Expenses,

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—Specific Performance, —Third-Party Beneficiaries and —Amendments; Waivers, among others, will survive any termination), and there will be no other liability on the part of either party to the other except as described under —Termination Fees and Expenses; provided, that no party will be relieved from liability for a willful breach of its covenants or agreements set forth in the merger agreement or fraud prior to such termination, in which case the aggrieved party will be entitled to all rights and remedies available at law or in equity.

Termination Fees and Expenses

Termination Fee Payable by Convergys

Convergys has agreed to pay SYNNEX a termination fee of $74.0 million if:

- the merger agreement is terminated by Convergys at any time prior to the receipt of the Convergys shareholder approval, in accordance with the second to last paragraph of —No Solicitation, in which case the termination fee will be payable in immediately available funds prior to or concurrently with such termination;
- the merger agreement is terminated by SYNNEX at any time prior to the receipt of the Convergys shareholder approval, in the event of an adverse recommendation change or in the event of a material breach by Convergys of any of its covenants or agreements described under —Obligations to Recommend the Adoption of the Merger Agreement and the Approval of the Stock Issuance and —No Solicitation, which breach Convergys knew or should have known was a breach of such covenants or agreements, in which case the termination fee will be payable in immediately available funds within two business days of such termination; or
- (i) after the date of the merger agreement, a takeover proposal (substituting 50% for the 20% threshold set forth in the definition of takeover proposal), which is referred to in this joint proxy statement/prospectus as a qualifying transaction, has been publicly made and not withdrawn at least four business days prior to the Convergys special meeting (or any adjournment or postponement thereof), (ii) thereafter the merger agreement is terminated by SYNNEX or Convergys because Convergys shareholders fail to adopt the merger agreement upon a vote taken on a proposal to adopt the merger agreement at the Convergys special meeting and (iii) at any time on or prior to the 12-month anniversary of such termination, Convergys or any of its subsidiaries completes or enters into a definitive agreement with respect to such qualifying transaction, for which (x) one half of the termination fee will be payable in immediately available funds upon entering into a definitive agreement with respect to such a qualifying transaction and (y) if Convergys subsequently consummates such a qualifying transaction, the remaining half of the termination fee will be payable upon such consumation; provided, that any expense reimbursement actually paid by Convergys described below under —*Expense Reimbursement Payable by Convergys* will be credited against, and will reduce, the amount of the termination fee (or portion thereof payable) that otherwise would be required to be paid by Convergys to SYNNEX.

Notwithstanding anything to the contrary, if the full termination fee will become due and payable in accordance with the foregoing, from and after such termination and payment of the termination fee in full pursuant to and in accordance with the foregoing, Convergys will have no further liability of any kind for any reason in connection with the merger agreement or the termination contemplated by the merger agreement other than as set forth under —Termination Fees and Expenses other than for fraud or breach of any of its representations, warranties, agreements or covenants that Convergys knew or should have known was a breach of such representation, warranty, agreement or covenant. Convergys will not be required to pay the termination fee on more than one occasion.

Expense Reimbursement Payable by Convergys

If the merger agreement is terminated by Convergys or SYNNEX because Convergys shareholders fail to adopt the merger agreement upon a vote taken on a proposal to adopt the merger agreement at the Convergys special meeting, then Convergys will reimburse SYNNEX, in respect of expenses incurred by SYNNEX, the Merger Subs and their affiliates in connection with the merger agreement and the transactions contemplated by the merger agreement, an

amount in cash equal to $12.35 million in immediately available funds within two business days of such termination.

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Expense Reimbursement Payable by SYNNEX

If the merger agreement is terminated by Convergys or SYNNEX because SYNNEX stockholders fail to approve the stock issuance upon a vote taken on a proposal to approve the stock issuance at the SYNNEX special meeting, then SYNNEX will reimburse Convergys, in respect of expenses incurred by Convergys and its affiliates in connection with the merger agreement and the transactions contemplated by the merger agreement, an amount in cash equal to $12.35 million in immediately available funds within two business days of such termination.

Other Expenses

Except as described above, and for all filing fees under the HSR Act, which are payable by SYNNEX, the merger agreement provides that each of SYNNEX and Convergys will pay its own costs and expenses in connection with the transactions contemplated by the merger agreement.

Specific Performance

The parties to the merger agreement are entitled to an injunction or injunctions to prevent breaches of the merger agreement and to specifically enforce the terms of the merger agreement.

Third-Party Beneficiaries

The merger agreement is not intended to, and does not, confer upon any person other than the parties to the merger agreement any rights or remedies, except:

- each covered person is an express third party beneficiary and is entitled to rely upon the provisions described under —Indemnification and Insurance;
- following the completion of the initial merger, each Convergys shareholder and each holder of a Convergys option, Convergys RSU, Convergys PSU and Convergys DSU as of the completion of the initial merger are express third party beneficiaries and are entitled to rely upon the respective subsections under —Treatment of Convergys Equity Awards and will be entitled to obtain the merger consideration; and
- the financing sources are express third party beneficiaries and are entitled to rely upon certain provisions of the merger agreement relating to governing law and jurisdiction of disputes involving financing sources, waiver of jury trial and the amendments and waivers of those provisions.

Amendments; Waivers

Any provision of the merger agreement may be amended or waived before the completion of the initial merger if the amendment or waiver is in writing and signed, and in the case of an amendment, by each party to the merger agreement, except that after adoption of the merger agreement by Convergys shareholders, the parties may not amend or waive any provision of the merger agreement if such amendment or waiver would require further approval of Convergys shareholders under applicable law.

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THE VOTING AGREEMENT

The following is a summary of the material terms and conditions of the voting agreement. This summary may not contain all the information about the voting agreement that is important to you. This summary is qualified in its entirety by reference to the voting agreement attached as Annex D to, and incorporated by reference into, this joint proxy statement/prospectus. You are encouraged to read the voting agreement in its entirety because it is the legal document that governs the matters discussed in the summary below.

Agreement to Vote and Irrevocable Proxy

Concurrently with the execution of the merger agreement, SYNNEX entered into a voting agreement with Convergys chief executive officer, chief financial officer and all of Convergys directors, which are collectively referred to in this joint proxy statement/prospectus as the voting agreement shareholders. The Convergys common shares beneficially owned by the voting agreement shareholders subject to the voting agreement constituted approximately 1.2% of the total issued and outstanding Convergys common shares as of August 23, 2018.

Pursuant to the voting agreement, each voting agreement shareholder irrevocably and unconditionally agreed that at any meeting (whether annual or special and each postponement, recess, adjournment or continuation thereof) of Convergys shareholders, such voting agreement shareholder shall (i) appear at such meeting or otherwise cause all of his or her Convergys common shares as of the date of the voting agreement, and all other Convergys common shares over which he or she has acquired beneficial or record ownership and the power to vote or direct the voting thereof after the date of the voting agreement and prior to the applicable record date, which, together with the existing Convergys common shares as of the date of the voting agreement, are referred to in this joint proxy statement/prospectus as the voting shares, to be counted as present thereat for purposes of calculating a quorum and (ii) vote or cause to be voted all of his or her voting shares in favor of (A) the adoption of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers and (B) any proposal to adjourn or postpone such meeting of Convergys shareholders to a later date if there are not sufficient votes to approve the merger agreement and in favor of any advisory, non-binding compensation proposal set forth in this joint proxy statement/prospectus and submitted to the shareholders of Convergys in connection with the mergers.

Further, the voting agreement shareholders have agreed to vote against (i) any action or proposal in favor of a takeover proposal, (ii) any action or proposal that could reasonably be expected to interfere with or delay the timely consummation of the mergers and (iii) any amendments to Convergys articles or Convergys code if such amendment would reasonably be expected to prevent or delay the consummation of the closing of the mergers. Each voting agreement shareholder agreed not to enter into any other voting agreement or voting trust with respect to his or her voting shares until the voting agreement is terminated.

In addition, each voting agreement shareholder irrevocably and unconditionally granted, and appointed, SYNNEX or any designee of SYNNEX as such voting agreement shareholder s proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such voting agreement shareholder, to vote or cause to be voted (including by proxy or written consent, if applicable) the voting shares as of the applicable record date in accordance with the foregoing in certain circumstances.

Transfer Restrictions Prior to Initial Merger

Pursuant to the voting agreement, each voting agreement shareholder agreed that he or she will not, without the prior written consent of SYNNEX, sell, transfer, assign, pledge, give, tender in any tender or exchange offer or similarly dispose of any of his or her voting shares, or any interest therein, including the right to vote any of his or her voting agreement shares, as applicable, subject to exceptions for (i) estate planning or philanthropic purposes or (ii)

surrendering his or her voting shares to Convergys in connection with the vesting, settlement or exercise of Company Equity Awards to satisfy any withholding for the payment of taxes incurred in connection with such vesting, settlement or exercise, or, in respect of Company Options, the exercise price thereon.

Non-Solicitation

Each voting agreement shareholder acknowledged and agreed that such voting agreement shareholder has received a copy of the merger agreement, has read the non-solicit provisions in the merger agreement and all related sections and understands the obligations of the directors and officers of Convergys thereunder.

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Termination

The voting agreement automatically terminates without any further action required by any person upon the earliest to occur of: (a) the termination of the merger agreement in accordance with its terms, (b) the effective time of the initial merger and (c) an adverse recommendation change. In addition, the voting agreement may be terminated with respect to any voting agreement shareholder (i) by written consent of SYNNEX and such voting agreement shareholder, or (ii) upon written notice to SYNNEX by such voting agreement shareholder at any time following the making of any change, by amendment, waiver or other modification to any provision of the merger agreement that decreases the amount or changes the form of the merger consideration.

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INTERESTS OF CONVERGYS DIRECTORS AND EXECUTIVE OFFICERS IN THE MERGERS

In considering the recommendation of Convergys board of directors that you vote to approve the merger proposal, you should be aware that Convergys non-employee directors and executive officers may have interests in the merger that are different from, or in addition to, those of Convergys shareholders generally. Convergys board of directors was aware of these interests and considered them, among other matters, in reaching its decisions to approve the merger agreement and the transactions contemplated thereby and to recommend that the shareholders of Convergys approve the merger proposal. The transactions contemplated by the merger agreement will be a change of control for purposes of Convergys compensation and benefit plans described below. The following discussion sets forth certain of these interests in the mergers of the Convergys executive officers, each of whom is also a named executive officer, and non-employee directors.

Certain Assumptions

Except as otherwise specifically noted, for purposes of quantifying the potential payments and benefits described in this section, the following assumptions were used:

- The relevant price per Convergys common share is $25.01, which is the average closing price of Convergys common shares on the New York Stock Exchange over the five trading days immediately following the first public announcement of the mergers on June 28, 2018;
- The completion of the initial merger is August 7, 2018, which is the assumed date of the closing of the mergers solely for purposes of the disclosure in this section; and
- Each executive officer of Convergys experiences a qualifying termination, including a termination by Convergys without cause or good cause or resignation by the executive officer for good reason, as such terms are defined in the relevant Convergys compensation plans and agreements, immediately following the assumed completion of the initial merger of August 7, 2018.

Equity Compensation

Treatment of Convergys Restricted Stock Unit Awards and Performance-Based Restricted Stock Unit Awards. Pursuant to the merger agreement, at the completion of the initial merger, each Convergys restricted stock unit (RSU) award and performance-based restricted stock unit (PSU) award that is outstanding as of immediately prior to the completion of the initial merger shall be cancelled in consideration for the right to receive a cash payment (the cash award amount) equal to the product of (i) the number of Convergys common shares subject to such Convergys RSU or PSU award as of immediately prior to the completion of the initial merger (with respect to each Company PSU award, such number of shares shall equal the greater of the number of shares that would be earned based upon target performance and the number of shares determined in accordance with the applicable award agreement, with any associated performance determinations to be made by Convergys board of directors) and (ii) the cash equivalent merger consideration (or, if higher, a cash amount equal to the average of the opening and closing prices per Convergys common share on the New York Stock Exchange on the trading day immediately preceding the closing date). As used in this section, the term cash equivalent merger consideration means the sum of (1) $13.25, plus (2) the number of shares of SYNNEX common stock equal to the exchange ratio, multiplied by (y) the SYNNEX closing price.

The merger agreement provides that each cash award amount shall be paid as promptly as practicable following the completion of the initial merger, subject to the following two exceptions: (i) each cash award amount payable in respect of a Convergys RSU or PSU award granted on or after March 31, 2016 (other than any such Convergys RSU or PSU award that is held by a non-employee director or that becomes vested at the completion of the initial merger pursuant to the terms of an applicable contract) will remain unvested as of the completion of the initial merger and continue to vest and be paid in accordance with the terms of the applicable award agreement, and (ii) each cash award

payable in respect of a Convergys RSU or PSU award which constitutes nonqualified deferred compensation subject to Section 409A of the Code shall be paid at the earliest time permitted under the terms of such award that will not result in the application of a tax or penalty under Section 409A. Cash award amounts that remain unvested following the completion of the initial merger will vest in full pursuant to the terms of such awards upon the applicable award holder ceasing to be an employee of Convergys and its affiliates by reason of the award holder s death, disability, involuntary termination by Convergys without good cause, or resignation for good reason, in each case prior to the applicable vesting date for such cash award amount.

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Pursuant to the terms of the separation and consulting agreement entered into between Convergys and Andrea Ayers, its Chief Executive Officer, on February 20, 2018, the cash award amount in respect of each of Ms. Ayers Convergys RSU and PSU awards will become vested upon a change of control.

Quantification of Equity Compensation. See —Quantification of Potential Payments and Benefits to Convergys Named Executive Officers in Connection with the Mergers for an estimate of the amounts that may become payable to each of Convergys executive officers in respect of their unvested equity awards. Based on the assumptions described above under Interests of Convergys Directors and Executive Officers in the Mergers—Certain Assumptions, the estimated aggregate amount that would become payable upon the completion of the initial merger to Convergys eight non-employee directors in respect of their unvested Convergys RSU awards is $1,009,454.

Executive Severance Arrangements

Upon a termination of employment by Convergys without cause or due to resignation for good reason, in each case, either in anticipation of and within six months prior to, or during the two-year period immediately following, a change of control, each executive officer is entitled to receive certain severance benefits under the Convergys Corporation Senior Executive Severance Pay Plan (the Severance Plan), except that Cormac Twomey, Convergys chief commercial officer, does not participate in the Severance Plan due to his status as a non-U.S. employee. Under the terms of his employment agreement, Mr. Twomey is entitled to receive severance benefits that are the same as those provided under the Severance Plan (except as noted below) on the same terms set forth in the Severance Plan.

The applicable severance benefits for each executive officer include:

- cash severance equal to two times the sum of the executive officer’s base salary and target annual incentive plan award for the year of termination;
- payment of a prorated portion of the executive officer’s target annual incentive plan award for the year of termination;
- continued medical, dental and vision benefits (if the officer elects COBRA) for 24 months following termination of employment (except that Mr. Twomey is not entitled to receive this benefit); and
- outplacement services of up to $20,000 (except that Mr. Twomey is not entitled to receive this benefit).

The severance benefits described above are subject to the applicable officer providing a release of all claims against Convergys.

In addition, pursuant to the merger agreement, if the applicable severance-qualifying termination occurs in 2018 and actual performance under the 2018 annual incentive plan ultimately equals or exceeds target performance, the applicable executive officer would receive an additional payment equal to the difference between (1) a prorated portion of the executive officer s annual incentive plan award for 2018, calculated in accordance with the merger agreement (see The Merger Agreement—Employee Matters) and (2) the prorated bonus to which the executive officer is entitled under the Severance Plan, as described above;

The Severance Plan includes a better net after-tax cutback provision which provides that, in the event that any payments or benefits to a Convergys executive officer (other than Mr. Twomey, who does not participate in the Severance Plan) in connection with a change of control would be subject to the excise tax under Section 4999 of the Code, the payments and benefits due to such executive officer under the Severance Plan will be reduced on a pro rata basis so that no portion of the payments or benefits due to such executive officer in connection with the change of control will be subject to the excise tax, if that would result in a greater aggregate amount being retained by the executive officer on an after-tax basis.

See —Quantification of Potential Payments and Benefits to Convergys Named Executive Officers in Connection with the Mergers for an estimate of the value of the severance benefits payable to each of the Convergys executive officers

upon a qualifying termination upon or following the completion of the initial merger.

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Indemnification and Insurance

Pursuant to the terms of the merger agreement, Convergys non-employee directors and executive officers will be entitled to certain ongoing indemnification and coverage under directors and officers liability insurance policies following the mergers. Such indemnification and insurance coverage is further described under The Merger Agreement—Indemnification and Insurance.

Quantification of Potential Payments and Benefits to Convergys Named Executive Officers in Connection with the Mergers

The information set forth in the table below is intended to comply with Item 402(t) of the SEC s Regulation S-K, which requires disclosure of information about certain compensation for each named executive officer of Convergys that will or may be paid or become payable and that is based on, or otherwise relates to, the mergers. The amounts shown in the table below are estimates based on multiple assumptions that may or may not actually occur or be accurate on the relevant date, including the assumptions described below and in the footnotes to the table, and do not reflect certain compensation actions or events that may occur before completion of the mergers. For purposes of calculating such amounts, the following assumptions were used:

- The relevant price per Convergys common share is $25.01, which is the average closing price of Convergys common shares on the New York Stock Exchange over the five trading days immediately following the first public announcement of the mergers on June 28, 2018;
- The completion of the initial merger is August 7, 2018, which is the assumed date of the closing of the mergers solely for purposes of the disclosure in this section;
- Each named executive officer of Convergys experiences a qualifying termination, including a termination by Convergys without cause or good cause or resignation by such named executive officer for good reason, as such terms are defined in the relevant Convergys compensation plans and agreements, immediately following the assumed completion of the initial merger of August 7, 2018; and
- Payments and benefits will not be reduced pursuant to the better net after-tax cutback provision in the Severance Plan.

Named Executive Officer	Cash ($)[1]	Equity ($)[2]	Perquisites / Benefits ($)[3]	Total ($)
Andrea J. Ayers	4,679,700	10,149,008	30,629	14,859,337
Andre S. Valentine	2,223,000	5,777,910	50,018	8,050,928
Jarrod B. Pontius	1,718,590	3,829,206	30,629	5,578,425
Cormac J. Twomey	2,097,000	2,022,509	N/A	4,119,509

(1) *Cash*. Represents the estimated amount of (a) a lump sum cash severance payment equal to two times the sum of the named executive officer's base salary and target annual incentive plan award for the year of termination, and (b) the prorated portion of the named executive officer's annual incentive plan award for the year of termination. For purposes of calculating the estimated prorated annual incentive plan awards, it was assumed that the actual level of performance under the annual incentive plan for 2018 equals the target level, resulting under the merger agreement in each named executive officer receiving a prorated portion of 110% of such named executive officer's target annual incentive plan award. For further details on the prorated bonus amounts to which the named executive officers would be entitled on a qualifying termination of employment, see —Executive Severance Arrangements and The Merger Agreement—Employee Matters. Such payments are double trigger and payable upon a qualifying termination of employment either in anticipation of and within six months prior to, or during the two-year period immediately following, a change of control of Convergys. The estimated amount of each such payment is shown in the following table:

Named Executive Officer	Severance (2X Base Salary Plus Target Bonus) ($)	Prorated Bonus ($)	Total ($)
Andrea J. Ayers	3,990,000	689,700	4,679,700
Andre S. Valentine	2,223,000	347,490	2,570,490
Jarrod B. Pontius	1,513,000	205,590	1,718,590
Cormac J. Twomey	1,800,000	297,000	2,097,000

(2) *Equity*. Represents the estimated amounts payable in respect of unvested RSU and PSU awards (in the case of PSU awards, calculated by assuming that the target number of underlying shares is earned), which will vest on the completion of the initial merger or upon a

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qualifying termination following the completion of the initial merger, in each case, that are outstanding as of the assumed closing date of August 7, 2018 and calculated based on the assumed price per Convergys common share of $25.01. All such awards held by Ms. Ayers, and all such awards held by other named executive officers that were granted prior to March 31, 2016, are single trigger and will become vested in full at the completion of the initial merger. All other awards held by the other named executive officers are double trigger and will become vested upon a qualifying termination of employment following the completion of the initial merger. For further details regarding the treatment of Convergys equity awards in connection with the mergers, see —Equity Compensation. The estimated amount of each payment is shown in the following table:

Named Executive Officer	Cash Payment for Unvested RSU Awards (Single Trigger) ($)	Cash Payment for Unvested RSU Awards (Double Trigger) ($)	Cash Payment for Unvested PSU Awards (Single Trigger) ($)	Cash Payment for Unvested PSU Awards (Double Trigger) ($)	Total ($)
Andrea J. Ayers	4,388,105	N/A	5,760,903	N/A	10,149,008
Andre S. Valentine	266,757	3,731,192	533,513	1,246,448	5,777,910
Jarrod B. Pontius	161,039	2,748,299	240,071	679,797	3,829,206
Cormac J. Twomey	32,063	1,608,693	64,101	317,652	2,022,509

(3) *Perquisites/Benefits*. Represents the estimated value of (a) continued medical, dental and vision benefits (if the officer elects COBRA) for 24 months following a qualifying termination of employment for each executive officer other than Mr. Twomey, who is not entitled to receive this benefit, and (b) outplacement services upon a qualifying termination of employment for each officer other than Mr. Twomey, who is not entitled to receive this benefit. Such benefits are double trigger and are provided only upon a qualifying termination of employment either in anticipation of and within six months prior to, or during the two-year period immediately following, a change of control of Convergys. The estimated value of these benefits is shown in the following table:

Named Executive Officer	Health and Welfare Benefits ($)	Outplacement Benefits ($)	Total ($)
Andrea J. Ayers	10,629	20,000	30,629
Andre S. Valentine	30,018	20,000	50,018
Jarrod B. Pontius	10,629	20,000	30,629
Cormac J. Twomey	N/A	N/A	N/A

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CONVERGYS PROPOSAL II: ADJOURNMENT OF THE CONVERGYS SPECIAL MEETING

Convergys shareholders are being asked to approve a proposal that will give Convergys board of directors authority to adjourn from time to time the Convergys special meeting if necessary to solicit additional proxies if there are not sufficient votes to adopt the merger agreement at the time of the Convergys special meeting or any adjournment or postponement thereof. Any determination of whether it is necessary to adjourn the Convergys special meeting (or any adjournment or postponement thereof) to solicit additional proxies will be made solely by Convergys consistent with the terms of the merger agreement or with the consent of SYNNEX.

If this proposal is approved, the Convergys special meeting could be adjourned to any date. If the Convergys special meeting is adjourned, Convergys shareholders who have already submitted their proxies will be able to revoke them at any time prior to their use. If you sign and return a proxy and do not indicate how you wish to vote on the adjournment proposal, your shares will be voted in favor of the adjournment proposal. But if you indicate that you wish to vote against the adoption of the merger agreement, your shares will only be voted in favor of the adjournment proposal if you indicate that you wish to vote in favor of that proposal.

To approve the adjournment from time to time of the Convergys special meeting if necessary to solicit additional proxies if there are not sufficient votes to adopt the merger agreement at the time of the Convergys special meeting or any adjournment or postponement thereof (whether or not a quorum is present) requires the affirmative vote of the holders of at least a majority of the Convergys common shares present or represented by proxy at the Convergys special meeting.

Convergys board of directors unanimously recommends that you vote FOR the adjournment from time to time of the Convergys special meeting if necessary to solicit additional proxies if there are not sufficient votes to adopt the merger agreement at the time of the Convergys special meeting or any adjournment or postponement thereof.

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CONVERGYS PROPOSAL III: ADVISORY VOTE ON MERGER-RELATED EXECUTIVE COMPENSATION ARRANGEMENTS

Convergys is providing its shareholders with the opportunity to cast an advisory (non-binding) vote to approve compensation that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers, as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

The compensation that Convergys named executive officers may be entitled to receive from Convergys in connection with the mergers is summarized in the first table under Interests of Convergys Directors and Executive Officers in the Mergers—Quantification of Potential Payments and Benefits to Convergys Named Executive Officers in Connection with the Mergers. That summary includes all compensation and benefits that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers, including as a result of a termination of employment in connection with the mergers.

Convergys board of directors encourages you to review carefully the information regarding compensation that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers disclosed in this joint proxy statement/prospectus.

Convergys board of directors unanimously recommends that the shareholders of Convergys approve the following resolution:

RESOLVED, that the shareholders of Convergys approve, on an advisory (non-binding) basis, compensation that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers, as disclosed pursuant to Item 402(t) of Regulation S-K in the tables included in the section entitled Interests of Convergys Directors and Executive Officers in the Mergers—Quantification of Potential Payments and Benefits to Convergys Named Executive Officers in Connection with the Mergers and the related narrative disclosures.

The vote on the proposal to approve compensation that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers is a vote separate and apart from the vote on the adoption of the merger agreement. Accordingly, you may vote to approve the adoption of the merger agreement and vote not to approve this proposal and vice versa. Because the vote on the proposal to approve compensation that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers is advisory only, it will not be binding on either Convergys or SYNNEX. Accordingly, if the merger agreement is adopted and the mergers are completed, the compensation payments that are contractually required to be paid by Convergys to its named executive officers will or may be paid, subject only to the conditions applicable thereto, regardless of the outcome of the advisory (non-binding) vote of Convergys shareholders.

The affirmative vote of the holders of at least a majority of the Convergys common shares present or represented by proxy at the Convergys special meeting will be required to approve, on an advisory (non-binding) basis, the proposal to approve compensation that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers.

Convergys board of directors unanimously recommends that you vote FOR the approval, on an advisory (non-binding) basis, of compensation that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers.

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SYNNEX PROPOSAL II: ADJOURNMENT OF THE SYNNEX SPECIAL MEETING

SYNNEX stockholders are being asked to approve a proposal that will give SYNNEX board of directors authority to adjourn the SYNNEX special meeting one or more times if necessary to solicit additional proxies if there are not sufficient votes to approve the stock issuance at the time of the SYNNEX special meeting, or any adjournment or postponement thereof. If this proposal is approved, the SYNNEX special meeting could be adjourned to any date. Any determination of whether it is necessary to adjourn the SYNNEX special meeting (or any adjournment or postponement thereof) to solicit additional proxies will be made solely by SYNNEX consistent with the terms of the merger agreement or with the consent of Convergys.

If the SYNNEX special meeting is adjourned, SYNNEX stockholders who have already submitted their proxies will be able to revoke them at any time prior to their use. If you sign and return a proxy and do not indicate how you wish to vote on any proposal, or if you indicate that you wish to vote in favor of the approval of the stock issuance but do not indicate a choice on the adjournment proposal, your shares will be voted in favor of the adjournment proposal. But if you indicate that you wish to vote against the approval of the stock issuance, your shares will only be voted in favor of the adjournment proposal if you indicate that you wish to vote in favor of that proposal.

The affirmative vote of a majority of the shares present at the SYNNEX special meeting in person or by proxy and entitled to vote will be required to approve the adjournment of the SYNNEX special meeting.

SYNNEX board of directors unanimously recommends that SYNNEX stockholders vote FOR the adjournment of the SYNNEX special meeting if necessary to solicit additional proxies if there are not sufficient votes to approve the stock issuance at the time of the SYNNEX special meeting, or any adjournment or postponement thereof.

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DESCRIPTION OF SYNNEX CAPITAL STOCK

The following description of the terms of SYNNEX capital stock is a summary only and is qualified by reference to the relevant provisions of Delaware law, SYNNEX charter and SYNNEX bylaws. Copies of SYNNEX charter and SYNNEX bylaws are incorporated by reference and will be sent to holders of Convergys common shares free of charge upon written or telephonic request. See Where You Can Find More Information.

Authorized Capital Stock

Under SYNNEX charter, the total number of shares of all classes of shares that SYNNEX has authority to issue is 105,000,000, having a par value of $0.001 each. At August 23, 2018, the authorized capital stock of SYNNEX consisted of 100,000,000 shares of common stock and 5,000,000 shares of undesignated preferred stock. Except as otherwise provided in SYNNEX charter or in a board resolution, shares purchased, redeemed by, surrendered to or otherwise acquired by SYNNEX assume the status of authorized but unissued shares, undesignated as to class or series, and may thereafter be reissued in the same manner as other authorized but unissued shares.

SYNNEX Common Stock

The holders of shares of SYNNEX common stock are entitled to dividends as SYNNEX board of directors may declare from time to time from legally available funds subject to the preferential rights of the holders of any shares of SYNNEX preferred stock that may be issued in the future. The holders of shares of SYNNEX common stock are entitled to one vote per share on any matter to be voted upon by SYNNEX stockholders.

SYNNEX charter does not provide for cumulative voting in connection with the election of directors. Accordingly, directors are elected by a plurality of the shares of SYNNEX common stock voting once a quorum is present. No holder of shares of SYNNEX common stock will have any preemptive right to subscribe for any shares of SYNNEX capital stock issued in the future.

Upon any voluntary or involuntary liquidation, dissolution or winding up of SYNNEX affairs, the holders of shares of SYNNEX common stock are entitled to share, on a pro rata basis, all assets remaining after payment to creditors and subject to prior distribution rights of any shares of SYNNEX preferred stock that may be issued in the future. All of the outstanding shares of common stock are, and the shares issued in connection with the initial merger will be, fully paid and non-assessable.

Preferred Stock

Under SYNNEX charter, SYNNEX board of directors, without further action by the SYNNEX stockholders, will be authorized to issue shares of preferred stock in one or more classes or series. SYNNEX board of directors may fix the rights, preferences and privileges of the preferred stock, along with any limitations or restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences of each class or series of preferred stock. The shares of SYNNEX preferred stock could have voting or conversion rights that could adversely affect the voting power or other rights of holders of shares of SYNNEX common stock. The issuance of shares of SYNNEX preferred stock could also have the effect, under certain circumstances, of delaying, deferring or preventing a takeover or other transaction that holders of some or a majority of shares of SYNNEX common stock might believe to be in their best interests or in which holders might receive a premium for their shares over the then-market price of the shares. SYNNEX currently has no plans to issue any shares of preferred stock.

Certain Anti-Takeover, Limited Liability and Indemnification Provisions

SYNNEX charter and bylaws described below may have the effect of delaying, deferring or discouraging another person from acquiring control of SYNNEX.

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SYNNEX Charter and Bylaw Provisions

SYNNEX charter and SYNNEX bylaws include provisions that may have the effect of discouraging, delaying or preventing a change in control or an unsolicited acquisition proposal that a SYNNEX stockholder might consider favorable, including a proposal that might result in the payment of a premium over the market price for the shares held by SYNNEX stockholders. These provisions are summarized in the following paragraphs.

- *Supermajority Voting*. SYNNEX' charter requires the approval of the holders of at least 66 2/3% of SYNNEX' combined voting power to effect certain amendments to SYNNEX' charter. SYNNEX' bylaws may be amended by either a majority of SYNNEX' board of directors, or the holders of 66 2/3% of the SYNNEX voting stock.
- *Authorized but Unissued or Undesignated Capital Stock*. The SYNNEX authorized capital stock consists of 100,000,000 shares of common stock and 5,000,000 shares of preferred stock. No preferred stock will be designated upon consummation of the mergers. After the mergers, SYNNEX estimates that it will have outstanding approximately 50,916,365 shares of SYNNEX common stock excluding the potential issuance of shares upon conversion of the convertible debentures. The authorized but unissued (and in the case of preferred stock, undesignated) shares of SYNNEX stock may be issued by SYNNEX' board of directors in one or more transactions. In this regard, SYNNEX' charter grants SYNNEX' board of directors broad power to establish the rights and preferences of authorized and unissued preferred stock. The issuance of shares of SYNNEX preferred stock pursuant to SYNNEX' board of directors' authority described above could decrease the amount of earnings and assets available for distribution to holders of shares of SYNNEX common stock and adversely affect the rights and powers, including voting rights, of such holders and may have the effect of delaying, deferring or preventing a change in control. SYNNEX' board of directors does not currently intend to seek SYNNEX stockholder approval prior to any issuance of preferred stock, unless otherwise required by law.
- *Special Meetings of Stockholders*. SYNNEX' charter and SYNNEX' bylaws provide that special meetings of SYNNEX stockholders may be called by the chairman of SYNNEX' board of directors or by a majority of SYNNEX' board of directors.
- *No Stockholder Action by Written Consent*. SYNNEX' charter and SYNNEX' bylaws provide that an action required or permitted to be taken at any annual or special meeting of SYNNEX stockholders may only be taken at a duly called annual or special meeting of SYNNEX stockholders. This provision prevents SYNNEX stockholders from initiating or effecting any action by written consent, and thereby taking actions opposed by SYNNEX' board of directors.
- *Notice Procedures*. SYNNEX' bylaws establish advance notice procedures with regard to all SYNNEX stockholder proposals to be brought before meetings of SYNNEX stockholders, including proposals relating to the nomination of candidates for election as directors, the removal of directors and amendments to SYNNEX' charter or SYNNEX' bylaws. These procedures provide that notice of such SYNNEX stockholder proposals must be timely given in writing to the SYNNEX Secretary prior to the meeting. The notice must contain certain information specified in SYNNEX' bylaws.

Other Anti-Takeover Provisions

SYNNEX charter limits the liability of the SYNNEX directors (in their capacity as directors but not in their capacity as officers) to SYNNEX or SYNNEX stockholders to the fullest extent permitted by Delaware law. Specifically, SYNNEX directors will not be personally liable for monetary damages for breach of a director s fiduciary duty as a director, except for liability:

- For any breach of the director's duty of loyalty to SYNNEX or SYNNEX stockholders;
- For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- Under Section 174 of the DGCL, which relates to unlawful payments of dividends or unlawful stock repurchases or redemption; or
- For any transaction from which the director derived an improper personal benefit.

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Indemnification Arrangements

SYNNEX bylaws provide that SYNNEX directors and officers will be indemnified and provide for the advancement to them of expenses in connection with actual or threatened proceedings and claims arising out of their status as such to the fullest extent permitted by the DGCL. SYNNEX has entered into indemnification agreements with each of its directors and executive officers that provide them with rights to indemnification and expense advancement to the fullest extent permitted under the DGCL.

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COMPARISON OF STOCKHOLDER RIGHTS

If the mergers are completed, Convergys common shareholders will receive shares of SYNNEX common stock in the initial merger. SYNNEX is organized under the laws of the State of Delaware and Convergys is organized under the laws of the State of Ohio. The following is a summary of certain material differences between (1) the current rights of Convergys common shareholders under Convergys articles, Convergys code, governance principles and Ohio law and (2) the current rights of SYNNEX common stockholders under SYNNEX charter and SYNNEX bylaws and Delaware law.

The following summary is not a complete statement of the rights of stockholders of the two companies or a complete description of the specific provisions referred to below. The summary is qualified in its entirety by reference to Convergys and SYNNEX governing documents, which you should read carefully and in their entirety. Copies of SYNNEX and Convergys governing documents have been filed with the SEC. To find out where copies of these documents can be obtained, please see Where You Can Find More Information.

	Convergys	**SYNNEX**
AUTHORIZED CAPITAL STOCK	Convergys' articles authorize Convergys to issue up to 500,000,000 common shares, without par value, 4,000,000 voting preferred shares, without par value, and 1,000,000 non-voting preferred shares, without par value. As of	SYNNEX' charter authorizes SYNNEX to issue up to 100,000,000 shares of common stock, having a par value of $0.001 each, and 5,000,000 shares of undesignated preferred stock, having a par value of $0.001 each. As of August 23, 2018 there were 39,628,172 shares of SYNNEX common stock outstanding and no shares of SYNNEX

August 23, 2018 there were 91,155,277 Convergys common shares outstanding, no Convergys voting preferred shares outstanding and no Convergys non-voting preferred shares outstanding.	preferred stock outstanding.

VOTING

Under Ohio law, each Convergys common share is entitled to one vote on each matter properly submitted to the shareholders for their vote.	Under Delaware law and SYNNEX' charter, each holder of shares of SYNNEX common stock is entitled to one vote per share of SYNNEX common stock.

RIGHTS OF PREFERRED STOCK

Convergys' articles provide	SYNNEX' charter provides that

that Convergys' board of directors is authorized, in respect of any unissued or treasury preferred shares, to fix or change the division of such shares into series and the designation and authorized number of shares of each series and, subject to the provisions of Convergys' articles, the relative rights, preferences and limitations of each series and the variations in such rights, preferences	SYNNEX' 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. SYNNEX' board of directors is also expressly authorized (unless forbidden in

and limitations as between series and specifically is authorized to fix or change with respect to each series: (1) the dividend rate on the shares of such series, the dates of payment of such dividends, and the date or dates from which such dividends shall be cumulative; (2) the times when, the prices at which, and all other terms and conditions upon which, shares of the resolution or resolutions providing for such issue) to increase or decrease (but not below the number of shares of the series then outstanding) the number of shares of any series subsequent to the issuance of shares of that series.

such series shall be redeemable; (3) the amounts which the holders of shares of such series shall be entitled to receive upon the liquidation, dissolution or winding up of Convergys; (4) whether or not the shares of such series

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shall be subject to the operation of a purchase, retirement or sinking fund and, if so, the extent to and manner in which such purchase, retirement or sinking fund shall be applied to the purchase or redemption of the shares of such series for retirement or for other corporate purposes and the terms and provisions relative to the operation of such	As of August 23, 2018 there were no shares of SYNNEX preferred stock outstanding.

fund or
funds;
(5)
whether
or not
the
shares
of such
series
shall be
convertible
into or
exchangeable
for
shares
of any
other
class or
series
and, if
so, the
price or
prices
or the
rate or
rates of
conversion
or
exchange
and the
method,
if any,
of
adjusting
the
same;
(6) the
restrictions,
if any,
upon
the
payment
of
dividends
or
making
of other
distributions
on, and
upon

the purchase or other acquisition of, Convergys common shares; (7) the restrictions, if any, upon the creation of indebtedness, and the restrictions, if any, upon the issue of shares of such series or of any additional shares ranking on a parity with or prior to the shares of such series in addition to the restrictions provided for in Convergys articles; and (8) such other rights, preferences and

limitations as shall not be inconsistent with Convergys articles.

As of August 23, 2018 there were no Convergys voting preferred shares outstanding and no Convergys non-voting preferred shares outstanding.

SIZE OF BOARD OF DIRECTORS

Convergys code currently provides that the size of Convergys board of directors may be fixed or changed by the affirmative vote of at least two-thirds of the authorized number

SYNNEX' bylaws currently provides that the size of SYNNEX' board of directors shall be fixed by a resolution of SYNNEX' board of directors or the SYNNEX stockholders at an annual meeting or special meeting called for that

of directors, or by the affirmative vote of the holders of at least two-thirds of the outstanding voting power of Convergys voting as a single class. However, the number of directors may not be fewer than 3 or more than 17.	purpose. The current size of SYNNEX' board of directors is 11 directors.
The current size of Convergys' board of directors is 9 directors.	

CLASSES OF DIRECTORS

Convergys board of directors is not currently	SYNNEX' board of directors is not currently classified. All

classified All directors are elected at each annual meeting.	directors are elected at each annual meeting.

REMOVAL OF DIRECTORS

Convergy's code provides that a director may be removed by a vote of the holders of at least two-thirds	SYNNEX' bylaws provide that a director may be removed, with or without cause, by the holders of at

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of the outstanding voting power of Convergys voting as a single class.	least a majority of the shares then entitled to vote at an election of directors.

FILLING VACANCIES ON THE BOARD OF DIRECTORS

Under Convergys code, any vacancy or vacancies of Convergys board of directors, however caused, may be filled by the remaining directors, though less than a majority of the whole authorized number of directors, by	SYNNEX' by-laws provide that vacancies and newly created directorships resulting from any increase in the authorized number of directors shall be vested in SYNNEX' board of directors through action by a majority of the directors then in office, though less than a quorum, or by the sole remaining director.

majority vote, or by the affirmative vote of the holders of at least two-thirds of the outstanding voting power of Convergys voting as a single class.

CHARTER AMENDMENTS

Convergys articles may be amended or new articles of incorporation may generally be adopted by the affirmative vote of the holders of at least two-thirds of the outstanding voting power of Convergys. The DGCL generally provides that amendments to a corporation's certificate of incorporation must be approved by the board of directors and then adopted by the vote of a majority of the outstanding voting power entitled to vote thereon, unless the certificate of incorporation requires a greater vote. SYNNEX'

voting as a single class.

Amendments to the provisions of Convergys articles requiring an 80% vote to approve a business combination with an Interested Shareholder require the affirmative vote of the holders of shares representing 80% of the outstanding voting power of Convergys voting as a single class. This provision is described in more detail under —Anti-Takeover Provisions

charter provides that any amendment to Articles V, VI, VII, IX and X required the affirmative vote of the holders of at least 66-2/3% of the voting power of all of the then outstanding shares of the stock of SYNNEX entitled to vote generally in the election of directors, voting together as a single class.

and Other Stockholder Protections.		
	BYLAW AMENDMENTS	
Convergys board of directors may not unilaterally alter, amend or appeal Convergys' code. Convergys code may be altered, amended or repealed only by the affirmative vote of the holders of at least two-thirds of the outstanding voting power of Convergys voting as a single class, unless such	SYNNEX' board of directors is authorized to adopt, amend or repeal SYNNEX' bylaws; provided, however, that any such adoption, amendment or repeal shall require the approval of at least 66-2/3% of the total number of authorized directors. The SYNNEX stockholders also have the power to adopt, amend or repeal SYNNEX' bylaws; provided, however, that in addition to any vote of the holders of any class or series of stock of SYNNEX required by law or by SYNNEX'	

amendment or repeal is recommended by the affirmative vote of two-thirds of the directors, in which case Convergys code may be altered, amended or repealed by the affirmative vote of the holders of a majority of the outstanding voting power of Convergys voting as a single class.

charter, the affirmative vote of the holders of at least 66-2/3% of the voting power of all of the then outstanding shares of the stock of SYNNEX entitled to vote generally in the election of directors, voting together as a single class, shall be required for such adoption, amendment or repeal by the stockholders of any provisions of SYNNEX' bylaws.

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VOTE ON MERGER, CONSOLIDATIONS OR SALES OF SUBSTANTIALLY ALL ASSETS	
To adopt an agreement of merger or consolidation, or sale of all or substantially all assets requires the affirmative vote of at least two-thirds of the outstanding voting power of Convergys voting as a single class. Convergys' articles includes a fair price provision requiring the approval of at least 80% of the outstanding voting power of Convergys voting as a single class for certain business combinations with an Interested Shareholder (defined generally as a shareholder that is the beneficial owner of 10%	Under the DGCL, subject to limited exceptions, the board of directors and the holders of a majority of the outstanding shares entitled to vote must approve a merger, consolidation, or sale of all or substantially all of a corporation's assets.

or more of Convergys' outstanding voting shares), unless certain fair price criteria are met. This provision is described in more detail under —Anti-Takeover Provisions and Other Stockholder Protections.	

SPECIAL MEETINGS OF STOCKHOLDERS

Convergys' code provides that special meetings of the shareholders of Convergys may be called by the chairman of the board, the president, the vice president authorized to exercise the authority of the president in case of the president's absence, death or disability or by resolution of the directors or by resolution of the holders of not less than 50% of the outstanding voting power of Convergys.	The DGCL and SYNNEX' charter and SYNNEX' bylaws provide that a special meeting of the stockholders of SYNNEX may be called for any purpose or purposes, only at the request of the chairman of SYNNEX' board of directors or by a resolution duly adopted by the affirmative vote of a majority of SYNNEX' board of directors. The business transacted at any special

	meeting is limited to matters relating to the purpose or purposes stated in the notice of meeting.

QUORUM

Under Convergys' code, at all meetings of shareholders, the holders of a majority of the shares issued and outstanding and entitled to vote at such meeting present in person or by proxy constitutes a quorum. However, no action required by law, Convergys' articles or Convergys' code to be authorized or taken by a designated proportion of the shares of any particular class or of each class, may be authorized or taken by a lesser proportion.	Under SYNNEX' bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote, present in person represented in proxy, constitutes a quorum at all meetings of the stockholders.

NOTICE OF STOCKHOLDER MEETINGS

Under the OGCL, not less than 7 days nor more than 60 days before each meeting of shareholders, a written notice shall be mailed to each shareholder of record entitled to notice of such meeting.	Under the DGCL and SYNNEX' bylaws, written notice of stockholders' meetings, stating the place, date and time of the 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

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	than 10 nor more than 60 days prior to the meeting. If a stockholder meeting is adjourned to another place, date or time, written 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 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, date and time of the adjourned meeting shall be given in conformity herewith.
	STOCKHOLDER NOMINATIONS

Under Convergys' governance principles, candidates recommended by shareholders are evaluated in the same manner as candidates recommended by others. To recommend an individual for nomination, a shareholder must submit the candidate to the Governance and Nominating Committee by certified mail.	Under SYNNEX' bylaws, the nomination of persons for election to SYNNEX' board of directors may be made by any stockholder of record of SYNNEX entitled to vote for the election of directors at the annual meeting who complies with the applicable notice procedures. Any such nomination must be made pursuant to timely notice in writing to the secretary of SYNNEX.
Convergys' governance principles establish requirements for nominee recommendations, including a letter certifying that the person making	Under SYNNEX' bylaws, to be timely, a stockholder's notice must be delivered personally or deposited in the United States mail, or delivered to a common carrier for transmission to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient or sent by other means of written communication,

the recommendation is a shareholder and providing the name, address and biographical history of the proposed nominee and a signed statement from the candidate consenting to be named as a nominee and, if nominated and elected, to serve as a director. Under Convergys' governance principles, recommendations for nominees for election must be received by Convergys before the close of business on November 15th of the year before the postage or delivery charges prepaid in all such cases, and received at the principal executive offices of the corporation addressed to the attention of the secretary of SYNNEX not less than 120 days prior to the scheduled date of the meeting (regardless of any postponements, deferrals or adjournments of that meeting to a later date); provided, however, that, in the case of an annual meeting and in the event that less than 100 days' notice or prior public disclosure of the date of the scheduled meeting is given or made to stockholders, notice by the stockholder to be timely must be so received not later than the close of business on the 7th day following the day on which such notice of the date of the scheduled meeting was

next annual meeting.	mailed or such public disclosure was made, whichever first occurs. Such stockholder's notice to the secretary of SYNNEX shall set forth (a) as to each person whom the stockholder proposes to nominate for election or reelection 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

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	the person, (iv) a statement as to the person s citizenship, and (v) 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 Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder; and (b) as to the stockholder giving the notice, (i) the name and record address of the stockholder and (ii) the class, series and number of shares of SYNNEX capital stock that are owned beneficially by the stockholder. SYNNEX

	may require any proposed nominee to furnish such other information as may reasonably be required by SYNNEX to determine the eligibility of such proposed nominee to serve as director of SYNNEX.
	No person shall be eligible for election as a director of SYNNEX unless nominated in accordance with the procedures set forth in SYNNEX' bylaws.

PROXY ACCESS

Convergys' code does not provide for a proxy access provision.	SYNNEX' bylaws do not provide for a proxy access provision.

ANTI-TAKEOVER PROVISIONS AND OTHER STOCKHOLDER PROTECTIONS

The Ohio Control Share Acquisition Act generally prohibits a control share acquisition unless the shareholders approve the transaction at a special meeting, at which a quorum is present, by both the affirmative vote of a majority of the outstanding voting power of the corporation and by the affirmative vote of a majority of the outstanding voting power of the corporation excluding the voting power of interested shares. Control share acquisition means any acquisition of an issuer's shares which would entitle the acquirer, immediately after such acquisition, directly or

SYNNEX has opted out of Section 203 of the DGCL which prohibits a Delaware corporation from engaging in a business combination with a stockholder acquiring more than 15% but less than 85% of the corporation's outstanding voting stock for three years following the time such stockholder becomes an interested stockholder, unless, among other things, prior to such date the board of directors approves either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder, or the business

indirectly, to exercise or direct the exercise of voting power of the issuer in the election of directors within any of the following ranges of such voting power: (1) one-fifth or more but less than one-third of such voting power; (2) one-third or more but less than a majority of such voting power; or (3) a majority or more of such voting power. This act does not apply to mergers approved by the affirmative vote of the holders of at least two-thirds of the voting power of Convergys.	combination is approved by the board of directors and by the affirmative vote of at least 66-2/3% of the outstanding voting stock that is not owned by the interested stockholder.
Convergys' articles do not contain any provisions altering these standards.	

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Ohio's merger moratorium statute prohibits certain transactions (including disposition of assets, mergers and consolidations, voluntary dissolutions and transfer of shares) between an Ohio corporation with 50 or more shareholders and a beneficial owner of 10% or more of the outstanding voting power of the corporation, which is referred to in this joint proxy statement/prospectus as an interested shareholder, for at least three years after such interested shareholder attains 10% ownership, unless the board of directors of the corporation approves the transaction before such shareholder attains 10% ownership. Subsequent to the three-year period, a business combination may take place provided that certain conditions are satisfied, including: (1) the board of directors approves the transaction; (2) the transaction is approved by the holders of shares with at least two-thirds of the outstanding voting power of the corporation (or a different proportion set forth in Convergys' articles), including at least a majority of the disinterested shareholders; or (3) the business combination results in shareholders, other than the interested shareholder, receiving a fair price plus interest for their shares.

Convergys has opted into the merger moratorium statute, but in some circumstances, has adopted a higher voting proportion than that required under the statute. Under Convergys' articles, subject to certain enumerated exceptions, an affirmative vote of the holders of at least 80% of the outstanding voting power of Convergys, voting at a meeting called for such purpose, is required in the event of:

- any merger or consolidation of the corporation or of any subsidiary with any interested shareholder or any other corporation which would become, after such merger or consolidation, an affiliate of an interested shareholder;

- any sale, lease, exchange, mortgage, pledge, transfer or other disposition to or with any interested shareholder or any affiliate of any interested shareholder of any assets of the corporation or of any subsidiary having an aggregate fair market value of $5,000,000 or more;

- the issuance or transfer by the corporation or by any subsidiary of any securities of the corporation or of any subsidiary to any interested shareholder or to any affiliate of any interested shareholder in exchange for cash, securities or other property having an aggregate fair market

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value of $5,000,000

- the adoption of any plan or proposal for the liquidation or dissolution of the corporation proposed by or on behalf of an interested shareholder or any affiliate of any interested shareholders; or

- any reclassification of securities or recapitalization of the corporation, or any merger or consolidation of the corporation with any subsidiary or any other transaction which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of equity or convertible securities of the corporation or of any subsidiary which is owned by any interested shareholder or any affiliate of any interested shareholder.

Convergys has also included in its definition of an interested shareholder a person who is an affiliate of the corporation and at any time within the two-year period immediately prior to the date in question was the beneficial owner of 10% or more of the outstanding voting shares, or is an assignee of any outstanding voting shares which were at any time within the two-year period immediately prior to the date in question beneficially owned by any interested shareholder.

Pursuant to Ohio's anti-greenmail statute, a public corporation formed in Ohio may recover profits that a shareholder makes from the sale of the corporation's securities within 18 months after making a proposal to acquire control or publicly disclosing the possibility of a proposal to acquire control. The corporation may not, however, recover from a person who proves either: (1) that his sole purpose in making the proposal was to succeed in acquiring control of the corporation and there were reasonable grounds to believe that he would acquire control of the corporation; or (2) that his purpose was not to increase any profit or decrease any loss in the shares. In addition, before the corporation may obtain any recovery, the aggregate amount of the profit realized by such person must exceed $250,000. Any shareholder may bring an action on behalf of a corporation if the corporation refuses to bring an action to recover these profits.

Convergys has not opted out of the anti-greenmail statute.

Ohio law further requires that any offeror making a

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control bid for any securities of a subject company pursuant to a tender offer must file information specified in the Ohio Securities Act with the Ohio Division of Securities when the bid commences. The Ohio Division of Securities must then decide whether it will suspend the bid under the statute. If it does so, it must make a determination within three calendar days after the hearing has been completed and no later than 14 calendar days after the date on which the suspension is imposed.	

For this purpose, a control bid is the purchase of, or an offer to purchase, any equity security of a subject company from a resident of Ohio that would, in general, result in the offeror acquiring 10% or more of the outstanding shares of such company. A subject company includes any company with both: (1) its principal place of business or principal executive office in Ohio or assets located in Ohio with a fair market value of at least $1,000,000; and (2) more than 10% of its record or beneficial

equity security holders are resident in Ohio, more than 10% of its equity securities are owned of record or beneficially by Ohio residents, or more than 1,000 of its record or beneficial equity security holders are resident in Ohio.	

LIMITATION OF PERSONAL LIABILITY OF OFFICERS AND DIRECTORS

Under Ohio law, a director is not liable for monetary damages unless it is proved by clear and convincing evidence that his action or failure to act was undertaken with deliberate intent to cause injury to the	Under SYNNEX' charter, directors of SYNNEX are not personally liable to SYNNEX or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to SYNNEX or its stockholders;

corporation or with reckless disregard for the best interests of the corporation. (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) under Section 174 of the DGCL (unlawful payment of dividend or unlawful stock purchase or redemption); or (4) for any transaction from which the director derived an improper personal benefit.

INDEMNIFICATION OF DIRECTORS AND OFFICERS AND INSURANCE

Under the OGCL, a corporation may indemnify current and former directors and officers from liability, other than in an action by or in the right of the corporation, by reason of the fact that the person is SYNNEX' charter and SYNNEX' bylaws provide that SYNNEX will, to the fullest extent permitted by the DGCL, indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or

or was a director or officer, if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, if such person had no reasonable cause to believe his or her conduct was unlawful. In the case of an action by or in the right of a corporation, a person may not be completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person 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 or

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indemnified (i) if the person seeking indemnification is found liable for negligence or misconduct in the performance of his duty to the corporation, unless the court in which such action was brought determines such person is fairly and reasonably entitled to indemnification or (ii) if liability asserted against such person concerns certain unlawful distributions. The indemnification provisions of the OGCL require indemnification of a director who has been successful on the merits or otherwise in defense of any action that he was a party to by reason of the fact that he is or was a director of the corporation. The indemnification authorized by the OGCL is not exclusive and is in addition to	other enterprise, against expenses (including attorney s fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action. The DGCL provides that such indemnification is subject to such person seeking indemnification having acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the corporation, and with respect to any criminal motion or proceeding, such person having had no reasonable cause to believe the conduct was unlawful. SYNNEX charter provides that the foregoing right to indemnification is a contract

any other rights granted to directors under the articles of incorporation or regulations of the corporation or to any agreement between the directors and the corporation.	right and includes the right to be paid by SYNNEX the expenses incurred in defending any such proceeding in advance of its final disposition, except that, if the DGCL so requires, the payment of such expenses
Ohio law provides that a director (but not an officer, employee or agent) of an Ohio corporation is entitled to mandatory advancement of expenses, including attorneys' fees, incurred in defending any action, including derivative actions, brought against the director, provided that the director agrees to cooperate with the corporation concerning the matter and to repay the amount advanced if it is proven by clear and convincing evidence that the director's act or failure to act was done with deliberate intent to cause injury to the corporation	incurred by a current, former or proposed director or officer in his or her capacity as a director or officer or proposed director or officer in advance of the final disposition of a proceeding shall be made only upon delivery to SYNNEX of an undertaking by or on behalf of such person to repay all amounts so advanced if it shall be ultimately determined that such person is not entitled to be indemnified under SYNNEX charter or otherwise. SYNNEX may, by action of

or with reckless disregard for the corporation's best interests. Advancement of expenses to officers, employees and agents on the other hand is at the board's discretion.	SYNNEX board of directors, provide indemnification to employees and agents of SYNNEX, individually or as a group, with the same scope and effect as the indemnification of directors and officers provided for in SYNNEX charter. The right to indemnification and the advancement and payment of expenses that will be conferred by SYNNEX charter and SYNNEX bylaws will not be exclusive of any other right which any indemnified person may have or acquire.
Under its code of regulations, Convergys may indemnify all persons whom it may indemnify pursuant to the OGCL.	

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	SYNNEX' bylaws provide that SYNNEX' board of directors may authorize SYNNEX to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of SYNNEX, or is or was serving at the request of SYNNEX as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability 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 SYNNEX would have the

	power to indemnify such person against such liability under the provisions of SYNNEX' bylaws.

ACTION BY WRITTEN CONSENT OF THE STOCKHOLDERS

Under Ohio law, any shareholder action to be taken by written consent without a meeting must be done unanimously. Convergys' articles and Convergys' code do not alter this requirement.	The DGCL provides that, except as otherwise stated in the certificate of incorporation, stockholders may act by written consent without a meeting. SYNNEX' charter provides that no action shall be taken by SYNNEX stockholders except at an annual or special meeting of stockholders, and that no action shall be taken by stockholders by written consent.

STOCKHOLDER RIGHTS PLAN

Convergys currently	SYNNEX currently does

does not have a shareholder rights plan in effect.	not have a stockholder rights plan in effect.

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LEGAL MATTERS

The validity of the shares of SYNNEX common stock to be issued to Convergys shareholders pursuant to the mergers will be passed upon by Pillsbury Winthrop Shaw Pittman LLP.

EXPERTS

The consolidated financial statements and financial statement schedule of SYNNEX Corporation and subsidiaries as of November 30, 2017 and 2016, and for each of the years in the three-year period ended November 30, 2017, and management s assessment of the effectiveness of internal control over financial reporting as of November 30, 2017 have been incorporated by reference herein and in the registration statement in reliance upon the reports of KPMG LLP (KPMG), independent registered public accounting firm, incorporated by reference herein, and upon authority of said firm as experts in accounting and auditing. KPMG s audit report on the effectiveness of internal control over financial reporting as of November 30, 2017, contains an explanatory paragraph that states SYNNEX acquired Westcon-Comstor Americas on September 1, 2017 and management excluded from its assessment of the effectiveness of SYNNEX internal control over financial reporting as of November 30, 2017, internal control over financial reporting of Westcon-Comstor Americas associated with total assets of $1,750.5 million and total revenue of $634.8 million included in the consolidated financial statements of SYNNEX as of and for the year ended November 30, 2017. KPMG s audit of internal control over financial reporting of SYNNEX also excluded an evaluation of the internal control over financial reporting of Westcon-Comstor Americas.

The consolidated financial statements of Convergys appearing in Convergys Annual Report (Form 10-K) for the year ended December 31, 2017 (including the schedule appearing therein), and the effectiveness of Convergys internal control over financial reporting as of December 31, 2017 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

FUTURE STOCKHOLDER AND SHAREHOLDER PROPOSALS

SYNNEX

SYNNEX will hold an annual meeting of stockholders in 2019, which is referred to in this joint proxy statement/prospectus as the SYNNEX 2019 annual meeting, regardless of whether the mergers have been completed.

If a SYNNEX stockholder wishes to present a proposal to be included in the SYNNEX proxy statement for the SYNNEX 2019 annual meeting, the proponent and the proposal must comply with the proxy proposal submission rules of the SEC. One of the requirements is that the proposal be received by the Corporate Secretary of SYNNEX no later than October 25, 2018. Proposals SYNNEX receives after that date will not be included in the proxy statement. SYNNEX stockholders are urged to submit proposals by Certified Mail—Return Receipt Requested.

A SYNNEX stockholder proposal not included in the SYNNEX proxy statement for the SYNNEX 2019 annual meeting will be ineligible for presentation at the SYNNEX 2019 annual meeting unless the SYNNEX stockholder gives timely notice of the proposal in writing to the Corporate Secretary of SYNNEX at the principal executive offices of SYNNEX. Under SYNNEX bylaws, in order for a matter to be deemed properly presented by a SYNNEX stockholder, timely notice must be delivered to, or mailed and received by, SYNNEX not less than 50 nor more than 75 days prior to the next annual meeting; provided, however, that in the event that less than 65 days notice or prior public disclosure of the date of the next annual meeting of SYNNEX stockholders is given or made to SYNNEX stockholders, notice by the SYNNEX stockholder to be timely must be so received not later than the earlier of (a) the

close of business on the 15th day following the day on which such notice of the date of the next annual meeting was mailed or such public disclosure was made, whichever first occurs, and (b) two days prior to the date of the next annual meeting.

The SYNNEX stockholder s notice must set forth, as to each proposed matter, the following: (a) a brief description of the business desired to be brought before the meeting and reasons for conducting such business at the meeting; (b) the name and address, as they appear on SYNNEX books, of the SYNNEX stockholder

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proposing such business; (c) the class and number of shares of SYNNEX securities that are beneficially owned by the SYNNEX stockholder; (d) any material interest of the SYNNEX stockholder in such business; and (e) any other information that is required to be provided by such SYNNEX stockholder pursuant to proxy proposal submission rules of the SEC. The presiding officer of the meeting may refuse to acknowledge any matter not made in compliance with the foregoing procedure.

You may obtain a copy of the current rules for submitting stockholder proposals from the SEC at:

U.S. Securities and Exchange Commission
Division of Corporation Finance
100 F Street, N.E.
Washington, DC 20549

or through the Commission s website: www.sec.gov. Request SEC Release No. 34-40018, May 21, 1998.

Convergys

Convergys held its 2018 annual meeting of shareholders on April 25, 2018. If the mergers are not completed by the expected date of Convergys 2019 annual meeting of shareholders, Convergys plans to hold such annual meeting. Shareholder proposals intended for inclusion in Convergys proxy statement for the 2019 annual meeting of shareholders must be received by Convergys on or before November 16, 2018 and must otherwise comply with SEC rules relating to shareholder proposals, including with respect to the types of shareholder proposals that are appropriate for inclusion in a proxy statement. If a Convergys shareholder notifies Convergys after January 30, 2019 of the intent to present a proposal, the persons named as Convergys proxies for the 2019 annual meeting of shareholders will be permitted to exercise discretionary voting authority with respect to that proposal even if the matter is not discussed in the Convergys proxy statement for that meeting. ***Submitting a proposal does not guarantee that it will be included in the Convergys proxy statement nor that the proposal may be raised at its annual meeting of shareholders.*** Proposals or notices should be sent to the Convergys Corporate Secretary at the following address: Corporate Secretary, Convergys Corporation, 201 East Fourth Street, Cincinnati, Ohio 45202.

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WHERE YOU CAN FIND MORE INFORMATION

SYNNEX has filed a registration statement on Form S-4 to register with the SEC the shares of SYNNEX common stock to be issued to Convergys shareholders in connection with the mergers. This joint proxy statement/prospectus is a part of that registration statement and constitutes a prospectus of SYNNEX in addition to being proxy statements of SYNNEX and Convergys for the SYNNEX special meeting and the Convergys special meeting, respectively. The registration statement, including the attached exhibits and schedules, contains additional relevant information about SYNNEX and the shares of SYNNEX common stock. The rules and regulations of the SEC allow SYNNEX and Convergys to omit certain information included in the registration statement from this joint proxy statement/prospectus.

SYNNEX and Convergys file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy this information at the SEC s Public Reference Room, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. The SEC also maintains an Internet site that has reports, proxy statements and other information about SYNNEX and Convergys. The address of that site is http://www.sec.gov. The reports and other information filed by SYNNEX and Convergys with the SEC are also available at their respective websites, which are http://www.SYNNEX.com and http://www.Convergys.com. Information on these websites is not part of this joint proxy statement/prospectus.

The SEC allows SYNNEX and Convergys to incorporate by reference information into this joint proxy statement/prospectus. This means that important information can be disclosed to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this joint proxy statement/prospectus, except for any information superseded by information in this joint proxy statement/prospectus or in later filed documents incorporated by reference into this joint proxy statement/prospectus. This joint proxy statement/prospectus incorporates by reference the documents set forth below that SYNNEX and Convergys have, respectively, previously filed with the SEC and any additional documents that either company may file with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the initial registration statement and prior to effectiveness of the registration statement, and between the date of this joint proxy statement/prospectus and the respective dates of the Convergys special meeting and the SYNNEX special meeting (other than, in each case, those documents, or the portions of those documents or exhibits thereto, deemed to be furnished and not filed in accordance with SEC rules). These documents contain important information about SYNNEX and Convergys and their respective financial performance.

SYNNEX SEC Filings	Period
Annual Report on Form 10-K	Fiscal year ended November 30, 2017
Quarterly Reports on Form 10-Q	Fiscal quarters ended February 28, 2018 and May 31, 2018
Proxy Statement on Schedule 14A	Filed on February 22, 2018
Current Reports on Form 8-K	Filed on January 9, 2018, February 20, 2018, March 23, 2018, May 11, 2018, June 28, 2018 (announcing its entry into the merger agreement), June 29, 2018, July 2, 2018, August 7, 2018 (as amended on August 8, 2018) and August 10, 2018 (other than the portions of those documents not deemed to be filed pursuant to the rules promulgated under the Exchange Act)

Any description of shares of SYNNEX common stock contained in SYNNEX'

Registration Statement on Form 8-A filed on November 7. 2003 and any amendment or report filed for the purpose of updating such description

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SYNNEX SEC Filings	Period
Annual Report on Form 10-K	Fiscal year ended December 31, 2017
Quarterly Reports on Form 10-Q	Fiscal quarters ended March 31, 2018 and June 30, 2018
Proxy Statement on Schedule 14A	Filed on March 16, 2018, as supplemented on March 30, 2018
Current Reports on Form 8-K	Filed on January 3, 2018, January 25, 2018, April 30, 2018 and June 28, 2018 (other than the portions of those documents not deemed to be filed pursuant to the rules promulgated under the Exchange Act)
Any description of Convergys common shares contained in a registration statement filed pursuant to the Exchange Act and any amendment or report filed for the purpose of updating such description	

SYNNEX has supplied all information contained in or incorporated by reference into this joint proxy statement/prospectus relating to SYNNEX, as well as all pro forma financial information, and Convergys has supplied all such information relating to Convergys.

Documents incorporated by reference are available from SYNNEX or Convergys, as the case may be, without charge, excluding any exhibits to those documents, unless the exhibit is specifically incorporated by reference into this joint proxy statement/prospectus. Convergys shareholders or SYNNEX stockholders, as applicable, may obtain these documents incorporated by reference by requesting them in writing or by telephone from the appropriate party at the following addresses and telephone numbers:

SYNNEX Corporation
44201 Nobel Drive,
Fremont, CA 94538
Attention: Investor Relations
Telephone: (510) 668-8436

Convergys Corporation
201 East Fourth Street
Cincinnati, Ohio 45202
Attention: Investor Relations Department
Telephone: (513) 723-6320

If you would like to request documents, please do so by September 26, 2018, in order to receive them before the Convergys special meeting or the SYNNEX special meeting, as applicable.

You should rely only on the information contained in or incorporated by reference into this joint proxy statement/prospectus to vote on the adoption of the merger agreement, the proposal to adjourn from time to time the Convergys special meeting if necessary to solicit additional proxies if there are not sufficient votes at the time of the Convergys special meeting, or any adjournment or postponement thereof, to adopt the merger agreement, the non-binding advisory proposal to approve compensation that will or may be paid or provided by Convergys to its named executive officers in connection with the mergers, the approval of the stock issuance and the proposal to adjourn the SYNNEX special meeting if necessary. Neither SYNNEX nor Convergys has authorized anyone to provide you with information that is different from what is contained in this joint proxy statement/prospectus.

If you are in a jurisdiction where offers to exchange or sell, or solicitations of offers to exchange or purchase, the securities offered by this joint proxy statement/prospectus or solicitations of proxies are unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this joint proxy statement/prospectus does not extend to you.

This joint proxy statement/prospectus is dated August 28, 2018. You should not assume that the information in it is accurate as of any date other than that date, and neither its mailing to Convergys shareholders or SYNNEX stockholders nor the issuance of shares of SYNNEX common stock in the mergers will create any implication to the contrary.

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Annex A

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

CONVERGYS CORPORATION,

SYNNEX CORPORATION,

DELTA MERGER SUB I, INC.

and

DELTA MERGER SUB II, LLC

Dated as of June 28, 2018

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REPRESENTATIONS AND
WARRANTIES OF THE COMPANY

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this Agreement), dated as of June 28, 2018, is by and among Convergys Corporation, an Ohio corporation (the Company), SYNNEX Corporation, a Delaware corporation (Parent), Delta Merger Sub I, Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent (Merger Sub I) and Delta Merger Sub II, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of Parent (Merger Sub II and together with Merger Sub I, Merger Subs).

WITNESSETH:

WHEREAS, Parent desires to acquire the Company, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance of such acquisition of the Company by Parent, and on the terms and subject to the conditions set forth in this Agreement and in accordance with the Ohio General Corporation Law (the OGCL) and Delaware General Corporation Law (DGCL), Merger Sub I shall be merged with and into the Company (the Initial Merger), with the Company surviving the Initial Merger as a wholly owned Subsidiary of Parent, and each outstanding Company Common Share (other than Cancelled Shares and Dissenting Shares) shall be converted into the right to receive the Merger Consideration;

WHEREAS, immediately following the Initial Merger, and on the terms and subject to the conditions set forth in this Agreement and in accordance with the OGCL and the Delaware Limited Liability Company Act (the DLLCA), the Company shall be merged with and into Merger Sub II (the Subsequent Merger and, together with the Initial Merger, the Mergers), with Merger Sub II surviving the Subsequent Merger as a direct wholly owned Subsidiary of Parent;

WHEREAS, the Board of Directors of the Company (the Company Board) has (a) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of the Company and its shareholders, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) resolved to recommend that the holders of Company Common Shares adopt this Agreement and (d) directed that the adoption of this Agreement be submitted for consideration by the Company s shareholders at a meeting thereof;

WHEREAS, the Board of Directors of Merger Sub I has (a) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub I and its sole shareholder, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (c) resolved to recommend that the sole shareholder of Merger Sub I adopt this Agreement;

WHEREAS, the managers of Merger Sub II have (a) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub II and its sole member, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (c) resolved to recommend that the sole member of Merger Sub II adopt this Agreement;

WHEREAS, the Board of Directors of Parent (the Parent Board) has (a) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Parent and its stockholders, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) resolved to recommend that the holders of Parent Common Stock approve the issuance of shares of Parent Common Stock in connection with the Initial Merger (the Parent Share

Issuance) and (d) directed that the Parent Share Issuance be submitted for consideration by Parent s stockholders at a meeting thereof;

WHEREAS, the parties intend that the Initial Merger and the Subsequent Merger, taken together, will constitute a reorganization within the meaning of Section 368(a) of the Code and the Treasury regulations promulgated thereunder (the Treasury Regulations), and that this Agreement be, and be hereby adopted as, a plan of reorganization for purposes of Section 368 of the Code and the Treasury Regulations thereunder; and

WHEREAS, concurrently with the execution of this Agreement and as a condition and inducement to Parent s willingness to enter into this Agreement, the Company s chief executive officer, chief financial officer and chief commercial officer, as well as certain of its directors have entered into voting agreements with Parent;

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WHEREAS, Parent, Merger Subs and the Company desire to make certain representations, warranties, covenants and agreements specified herein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, Parent, Merger Subs and the Company agree as follows:

ARTICLE I.

THE MERGERS

Section 1.1 The Mergers.

(a) At the Effective Time, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the OGCL and DGCL, Merger Sub I shall be merged with and into the Company, whereupon the separate corporate existence of Merger Sub I shall cease, and the Company shall continue its existence under Ohio law as the surviving corporation in the Initial Merger and a wholly owned subsidiary of Parent.

(b) Immediately following the Effective Time, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the OGCL and the DLLCA, the Company shall be merged with and into Merger Sub II, whereupon the separate corporate existence of the Company shall cease, and Merger Sub II shall continue its existence under Delaware law as the surviving company in the Subsequent Merger (the Surviving Company) and a direct wholly owned subsidiary of Parent.

Section 1.2 Closing. The closing of the Mergers (the Closing) shall take place at 10:00 a.m. local time at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York, 10019 on the third Business Day following the day on which the last of the conditions set forth in Article VI to be satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement, or at such other place, date and time as the Company and Parent may agree in writing. The date on which the Closing actually occurs is referred to as the Closing Date.

Section 1.3 Effective Time.

(a) On the Closing Date, the Company and Merger Sub I shall (i) file with the Secretary of State of the State of Ohio a certificate of merger (the Ohio Initial Certificate of Merger), executed in accordance with, and containing such information as is required by, the relevant provisions of the OGCL in order to effect the Initial Merger and (ii) file with the Secretary of State of the State of Delaware a certificate of merger (the Delaware Initial Certificate of Merger and together with the Ohio Initial Certificate of Merger, the Initial Certificates of Merger), executed in accordance with, and containing such information as is required by, the relevant provisions of the OGCL and DGCL, in order to effect the Initial Merger. The Initial Merger shall become effective at such time as the Initial Certificates of Merger have been filed with the Secretary of State of the State of Ohio and Secretary of the State of Delaware or at such time as may be agreed between the parties and specified in the Initial Certificates of Merger in accordance with the relevant provisions of the OGCL and the DGCL (such time is hereinafter referred to as the Effective Time).

(b) Immediately following the Effective Time, the Company and Merger Sub II shall (i) file with the Secretary of State of the State of Ohio a certificate of merger (the Ohio Subsequent Certificate of Merger), executed in accordance with, and containing such information as is required by, the relevant provisions of the OGCL and (ii) file with the Secretary of State of the State of Delaware a certificate of merger (the Delaware Subsequent Certificate of Merger and together with the Ohio Subsequent Certificate of Merger, the Subsequent Certificates of Merger), executed in

accordance with, and containing such information as is required by, the relevant provisions of the DLLCA, in order to effect the Subsequent Merger. The Subsequent Merger shall become effective at such time as the Subsequent Certificates of Merger has been filed with the Secretary of State of the State of Ohio and Secretary of the State of Delaware or at such time as may be agreed between the parties and specified in the Subsequent Certificates of Merger in accordance with the relevant provisions of the OGCL and the DLLCA.

Section 1.4 Effects of the Mergers. The effects of the Mergers shall be as provided in this Agreement and in the applicable provisions of the OGCL and the DLLCA.

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Section 1.5 Organizational Documents of the Surviving Company.

(a) At the Effective Time, (i) the articles of incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the surviving corporation in the Initial Merger and (ii) the code of regulations of the Company, as in effect immediately prior to the Effective Time, shall be the code of regulations of the surviving corporation in the Initial Merger, in each case until thereafter amended in accordance with the provisions thereof and applicable Law.

(b) At the effective time of the Subsequent Merger, (i) the certificate of formation of Merger Sub II, as in effect immediately prior to the effective time of the Subsequent Merger, shall be the certificate of formation of the Surviving Company and (ii) the operating agreement of Merger Sub II, as in effect immediately prior to the effective time of the Subsequent Merger (the Operating Agreement), shall be the operating agreement of the Surviving Company, in each case until thereafter amended in accordance with the provisions thereof and applicable Law, except that the name of the Surviving Company shall be Concentrix CVG, LLC and provided that, unless otherwise prohibited by Law, the operating agreement of the Surviving Company shall contain provisions no less favorable with respect to exculpation, indemnification of and advancement of expenses to Covered Persons for periods at or prior to the Effective Time than are currently set forth in the articles of incorporation and code of regulations of the Company.

Section 1.6 Directors. The directors of Merger Sub I immediately prior to the Effective Time shall be the initial directors of the surviving corporation in the Initial Merger and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 1.7 Officers. Except as otherwise determined by Parent prior to the Effective Time, (a) the officers of Merger Sub I immediately prior to the Effective Time shall be the initial officers of the surviving corporation in the Initial Merger and the initial officers of the Surviving Company and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal, and (b) the officers of Merger Sub II immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation until their respective successors are duly elected and qualified, or their earlier death, resignation or removal in accordance with the Operating Agreement and the DLLCA.

ARTICLE II.

CONVERSION OF SHARES; EXCHANGE OF CERTIFICATES

Section 2.1 Effect of the Initial Merger on Capital Stock.

(a) At the Effective Time, by virtue of the Initial Merger and without any action on the part of Parent, the Company, Merger Subs or any holder of Company Common Shares or common shares of Merger Sub I:

(i) Common Stock of Merger Sub I. Each common share, par value $0.0001 per share, of Merger Sub I issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, without par value, of the surviving corporation in the Initial Merger. From and after the Effective Time, all certificates representing the common shares of Merger Sub I shall be deemed for all purposes to represent the number of common shares of the surviving corporation in the Initial Merger into which they were converted in accordance with the immediately preceding sentence.

(ii) Cancellation or Conversion of Certain Stock. Each Company Common Share issued and outstanding immediately prior to the Effective Time that is owned or held in treasury by the Company and each Company Common Share issued and outstanding immediately prior to the Effective Time that is owned or held by Parent or Merger Sub I, other than, in each case, Company Common Shares held on behalf of third parties, shall no longer be outstanding

and shall automatically be cancelled and shall cease to exist (the Cancelled Shares), and no consideration shall be delivered in exchange therefor. Each Company Common Share that is owned by any direct or indirect Subsidiary of the Company or Parent (other than Merger Sub I) (Converted Shares) shall be automatically converted into a

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number of validly issued, fully paid and nonassessable shares of Parent Common Stock equal to the sum of (A) the Exchange Ratio and (B) a fraction, the numerator of which is the Cash Consideration and the denominator of which is the Parent Closing Price.

(iii) Conversion of Company Common Shares. Each Company Common Share issued and outstanding immediately prior to the Effective Time (other than Cancelled Shares, Converted Shares, and Dissenting Shares) shall be automatically converted into (A) a number of validly issued, fully paid and nonassessable shares of Parent Common Stock equal to the Exchange Ratio, subject to Section 2.1(d) with respect to fractional shares (the Stock Consideration) and (B) the right to receive $13.25 in cash, without interest (the Cash Consideration and, together with the Stock Consideration, the Merger Consideration).

All of the Company Common Shares converted into the right to receive the Merger Consideration pursuant to this Article II shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time, and uncertificated Company Common Shares represented by book-entry form (Book-Entry Shares) and each certificate that, immediately prior to the Effective Time, represented any such Company Common Shares (each, a Certificate) shall thereafter represent only the right to receive the Merger Consideration (including the right to receive, pursuant to Section 2.1(d), the Fractional Share Cash Amount), into which the Company Common Shares represented by such Book-Entry Share or Certificate have been converted pursuant to this Section 2.1.

(b) Shares of Dissenting Shareholders. Notwithstanding anything in this Agreement to the contrary (but subject to this Section 2.1(b)), Company Common Shares issued and outstanding immediately prior to the Effective Time and held by a holder who is entitled to demand, and has properly demanded, appraisal for such Company Common Shares in accordance with, and who complies in all respects with, Section 1701.85 of the OGCL (such Company Common Shares, the Dissenting Shares) shall not be converted into the right to receive the Merger Consideration as described in Section 2.1(a)(iii), but at the Effective Time shall be converted into the right to receive such consideration as may be determined to be due to such holder pursuant to the procedures set forth in Section 1701.85 of the OGCL. If any such holder withdraws its demand for appraisal or fails to perfect or otherwise loses its right of appraisal pursuant to the OGCL, then the right of such holder to be paid the fair cash value of such Dissenting Shares shall cease, and such Dissenting Shares shall instead be deemed to have been converted into the right to receive the Merger Consideration pursuant to Section 2.1(a)(iii). The Company shall give Parent prompt notice (but in any event within 48 hours of receipt thereof) of any demands for appraisal of Company Common Shares received by the Company, withdrawals of such demands and any other instruments served pursuant to Section 1701.85 of the OGCL and shall give Parent the opportunity to participate in all negotiations and proceedings with respect thereto.

(c) Certain Adjustments. If, between the date of this Agreement and the Effective Time, the outstanding Company Common Shares shall have been changed into a different number of shares or a different class of shares by reason of any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or any similar event shall have occurred, then the Merger Consideration shall be equitably adjusted, without duplication, to proportionally reflect such change; provided, that nothing in this Section 2.1(c) shall be construed to permit the Company to take any action with respect to its securities that is prohibited by the terms of this Agreement.

(d) No Fractional Shares. No fractional shares of Parent Common Stock shall be issued in connection with the Initial Merger and no certificates or scrip representing fractional shares of Parent Common Stock shall be delivered upon the conversion of Company Common Shares pursuant to Section 2.1(a)(iii). Each holder of Company Common Shares who would otherwise have been entitled to receive as a result of the Initial Merger a fraction of a share of Parent Common Stock (after aggregating all shares represented by the Certificates and Book-Entry Shares delivered by such holder) shall receive, in lieu thereof, cash (without interest) in an amount (rounded down to the nearest cent) representing such holder s proportionate interest in the net proceeds from the sale by the Exchange Agent on behalf of all such holders of shares of Parent Common Stock that would otherwise be issued (the Fractional Share Cash

Amount). No such holder shall be entitled to dividends, voting rights or any other rights in respect of any fractional share of Parent Common Stock that would otherwise have been issuable as part of the Merger Consideration.

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Section 2.2 Exchange of Certificates.

(a) Appointment of Exchange Agent. Prior to the Closing, Parent shall appoint a bank or trust company reasonably acceptable to the Company to act as exchange agent (the Exchange Agent) for the payment of the Merger Consideration and shall enter into an exchange agent agreement reasonably acceptable to the Company relating to the Exchange Agent s responsibilities under this Agreement.

(b) Deposit of Merger Consideration. At the Effective Time, Parent shall deposit, or cause to be deposited, with the Exchange Agent, in trust for the benefit of the holders of Company Common Shares, (i) cash sufficient to pay the Cash Consideration and (ii) evidence of Parent Common Stock in book-entry form (and/or certificates representing such Parent Common Stock, at Parent s election) representing the number of shares of Parent Common Stock sufficient to deliver the aggregate Stock Consideration. Parent agrees to deposit, or cause to be deposited, with the Exchange Agent from time to time, as needed, cash sufficient to pay any dividends and other distributions pursuant to Section 2.2(e). Any such cash, book-entry shares and certificates deposited with the Exchange Agent shall be referred to as the Payment Fund .

(c) Exchange Procedures. As promptly as practicable (and no later than the third Business Day) after the Effective Time, Parent shall cause the Exchange Agent to mail to each holder of record of Company Common Shares whose Company Common Shares were converted pursuant to Section 2.1(a)(iii) into the right to receive the Merger Consideration (i) a letter of transmittal (the Letter of Transmittal) and (ii) instructions for use in effecting the surrender of Certificates or Book-Entry Shares in exchange for the Merger Consideration.

(d) Surrender of Certificates or Book-Entry Shares. Upon surrender of Certificates or Book-Entry Shares to the Exchange Agent together with the Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Certificates or Book-Entry Shares shall be entitled to receive in exchange therefor the Merger Consideration into which the shares represented by such Certificates or Book-Entry Shares have been converted pursuant to this Agreement. In the event of a transfer of ownership of Company Common Shares that is not registered in the transfer or stock records of the Company, any cash to be paid upon due surrender of the Certificate or Book-Entry Share formerly representing such Company Common Shares may be paid to any such transferee if such Certificate or Book-Entry Share is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer or other similar Taxes have been paid or are not applicable. No interest shall be paid or shall accrue on the Merger Consideration payable upon surrender of any Certificate or Book-Entry Share.

(e) Treatment of Unexchanged Shares. No dividends or other distributions, if any, with a record date after the Effective Time with respect to Parent Common Stock shall be paid to the holder of any unsurrendered Company Common Share to be converted into shares of Parent Common Stock pursuant to Section 2.1(a)(iii) until such holder shall surrender such Company Common Share in accordance with this Section 2.2. After the surrender in accordance with this Section 2.2 of a Company Common Share to be converted into Parent Common Stock pursuant to Section 2.1(a)(iii), the holder thereof shall be entitled to receive (in addition to the Merger Consideration and the Fractional Share Cash Amount payable to such holder pursuant to this Article II) any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to the Parent Common Stock represented by such Company Common Share.

(f) No Further Ownership Rights in Company Common Shares. From and after the Effective Time, subject to applicable Law in the case of Dissenting Shares, (i) all holders of Certificates and Book-Entry Shares shall cease to have any rights as shareholders of the Company other than the right to receive the Merger Consideration into which the shares represented by such Certificates or Book-Entry Shares have been converted pursuant to this Agreement

upon the surrender of such Certificate or Book-Entry Share in accordance with Section 2.2(d) (together with the Fractional Share Cash Amount and any dividends or other distributions to which such Certificates or Book-Entry Shares become entitled in accordance with Section 2.2(e)), without interest and (ii) the stock transfer books of the Company shall be closed with respect to all Company Common Shares outstanding immediately prior to the Effective Time, and there shall be no further registration of transfers on the stock transfer books of the surviving corporation in the Initial Merger of Company Common Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificates or Book-Entry

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Shares formerly representing Company Common Shares are presented to the Surviving Company, Parent or the Exchange Agent for any reason, such Certificates or Book-Entry Shares shall be cancelled and exchanged as provided in this Article II, subject to applicable Law in the case of Dissenting Shares.

(g) Termination of Payment Fund. Any portion of the Payment Fund (including any interest or other amounts received with respect thereto) that remains unclaimed by, or otherwise undistributed to, the holders of Certificates and Book-Entry Shares for 12 months after the Effective Time shall be delivered to Parent, upon demand, and any holder of Certificates or Book-Entry Shares that has not theretofore complied with this Article II shall thereafter look only to Parent or the Surviving Company (subject to abandoned property, escheat or other similar Laws), as general creditors thereof, for satisfaction of its claim for Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions) that such holder has the right to receive pursuant to this Article II, without any interest thereon.

(h) No Liability. Subject to applicable Law, none of Parent, the Company, Merger Subs or the Exchange Agent shall be liable to any Person in respect of any portion of the Payment Fund or the Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. Subject to applicable Law, notwithstanding any other provision of this Agreement, any portion of the Merger Consideration or the cash to be paid in accordance with this Article II that remains undistributed to the holders of Certificates and Book-Entry Shares as of immediately prior to the date on which the Merger Consideration or such cash would otherwise escheat to or become the property of any Governmental Entity, shall, to the extent permitted by applicable Law, become the property of the Surviving Company, free and clear of all claims or interest of any Person previously entitled thereto.

(i) Withholding Rights. Each of the Company, the Surviving Company, Parent, Merger Subs and the Exchange Agent (without duplication) shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement, any amounts required to be deducted or withheld with respect to the making of such payment under applicable Tax Law. To the extent that any amounts are so deducted, withheld and timely remitted to the appropriate Taxing Authority, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

(j) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent or the Exchange Agent, the posting by such Person of a bond in such amount as Parent or the Exchange Agent may determine is reasonably necessary as indemnity against any claim that may be made against it or the Surviving Company with respect to such Certificate, the Exchange Agent (or, if subsequent to the termination of the Payment Fund and subject to Section 2.2(g), Parent) shall deliver, in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions deliverable in respect thereof) in accordance with the terms of this Agreement.

Section 2.3 Treatment of Company Equity Awards.

(a) At the Effective Time, each compensatory option to purchase Company Common Shares (a Company Option) that is outstanding as of immediately prior to the Effective Time, whether vested or unvested: (i) that has an exercise price per Company Common Share that is less than the Cash Equivalent Merger Consideration shall be cancelled by virtue of the Initial Merger and without any action on the part of the holder thereof, in consideration for the right to receive, as promptly as practicable (but no later than five Business Days) following the Effective Time, a cash payment (without interest and less such amounts as are required to be withheld or deducted under applicable Tax Law with respect to the making of such payment) with respect thereto equal to the product of (A) the number of Company Common Shares subject to such Company Option as of immediately prior to the Effective Time, multiplied by (B) the excess, if any, of the Cash Equivalent Merger Consideration over the exercise price per Company Common Share

subject to such Company Option as of immediately prior to the Effective Time, or (ii) that has an exercise price per Company Common Share greater than or equal to the Cash Equivalent Merger Consideration shall be cancelled for no consideration.

(b) At the Effective Time, each restricted stock unit award in respect of Company Common Shares (a Company RSU Award), each performance-based restricted stock unit award in respect of Company Common Shares (a Company PSU Award), and each deferred stock unit award in respect of Company Common Shares (a Company DSU Award) that is outstanding as of immediately prior to the Effective Time shall be cancelled by virtue of the Initial Merger and without any action on the part of the holder thereof, in consideration for the

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right to receive a cash payment (the Cash Award Amount) (without interest and less such amounts as are required to be withheld or deducted under applicable Tax Law with respect to the making of such payment) with respect thereto equal to the product of (i) the number of Company Common Shares subject to such Company RSU Award, Company PSU Award, or Company DSU Award as of immediately prior to the Effective Time (with respect to each Company PSU Award, such number of shares shall equal the greater of the number of shares that would be earned based upon target performance and the number of shares determined in accordance with the applicable award agreement, with any associated performance determinations to be made by the Company Board) and (ii) the Cash Equivalent Merger Consideration (or, if higher, a cash amount equal to the average of the opening and closing prices per Company Common Share on the New York Stock Exchange on the trading day immediately preceding the Closing Date). Except as otherwise provided in Section 2.3(b)(i) or 2.3(b)(ii) below, each Cash Award Amount shall be paid as promptly as practicable (but no later than five Business Days) following the Effective Time.

(i) Each Cash Award Amount payable in respect of a Company RSU Award or Company PSU Award that was granted on or after March 31, 2016 (other than any such Company RSU Award or Company PSU Award that is held by a non-employee director or that becomes vested at the Effective Time pursuant to the terms of an applicable Contract) will remain unvested as of the Effective Time and continue to vest and be paid in accordance with the terms of the applicable award agreement (including the terms relating to accelerated vesting upon a qualifying termination of employment).

(ii) Notwithstanding anything to the contrary herein, to the extent that any such Company RSU Award, Company PSU Award or Company DSU Award constitutes nonqualified deferred compensation subject to Section 409A of the Code, the Cash Award Amount related thereto shall be paid at the earliest time permitted under the terms of such award that will not result in the application of a tax or penalty under Section 409A of the Code.

Section 2.4 Effect of the Subsequent Merger on Capital Stock. At the effective time of the Subsequent Merger, by virtue of the Subsequent Merger and without any action on the part of Parent, the Company, Merger Subs or any holder of common shares of Merger Sub I or common units of Merger Sub II, each common share, no par value, of the Company as the surviving corporation in the Initial Merger issued and outstanding immediately prior to the effective time of the Subsequent Merger shall be converted into and become one common unit of the Surviving Company, and each common unit of Merger Sub II issued and outstanding immediately prior to the effective time of the Subsequent Merger shall remain outstanding as a common unit of the Surviving Company.

Section 2.5 Further Assurances. If at any time before or after the Effective Time, Parent or the Company reasonably believes or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary or desirable to consummate the Mergers or to carry out the purposes and intent of this Agreement at or after the Effective Time, then Parent, Merger Subs, the Company and the Surviving Company and their respective officers and directors shall execute and deliver all such instruments, deeds, assignments or assurances and do all other things reasonably necessary or desirable to consummate the Mergers and to carry out the purposes and intent of this Agreement.

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ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (a) as disclosed in any form, document or report publicly filed with or publicly furnished to the SEC by the Company or any of its Subsidiaries at least five Business Days prior to the date hereof (excluding any disclosures set forth in any risk factors, forward-looking statements or market risk or any similar section, in each case to the extent they are cautionary, predictive or forward-looking in nature) or (b) as disclosed in the disclosure schedule delivered by the Company to Parent concurrently with the execution of this Agreement (the Company Disclosure Schedule), it being hereby acknowledged and agreed that disclosure of any item in any section or subsection of the Company Disclosure Schedule shall be deemed disclosed only with respect to the corresponding section or subsection or any other section or subsection of this Agreement to the extent that the relevance of such disclosure to such other section or subsection is reasonably apparent on its face, the Company represents and warrants to Parent as follows:

Section 3.1 Organization.

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Ohio. The Company has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted.

(b) Each of the Company s Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted except where the failure to be in good standing or have such power or authority has not had or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each of the Company and its Subsidiaries is duly qualified or licensed, and has all necessary governmental approvals, to do business and (where such concept is recognized) is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such approvals, qualification or licensing necessary, except where the failure to be so duly approved, qualified or licensed and in good standing would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) The Company has made available to Parent prior to the date of this Agreement a true and complete copy of the Company s articles of incorporation and code of regulations (collectively, the Company Organizational Documents), in each case, as amended through the date hereof. The Company Organizational Documents are in full force and effect, and the Company is not in material violation of any of their provisions. Section 3.1(c) of the Company Disclosure Schedule sets forth a list, true and complete in all material respects, of all Subsidiaries of the Company.

Section 3.2 Capital Stock and Indebtedness.

(a) The authorized capital stock of the Company consists of 500,000,000 common shares, without par value (the Company Common Shares), 4,000,000 voting preferred shares, without par value and 1,000,000 non-voting preferred shares, without par value. As of June 27, 2018 (the Company Specified Date), (i) 91,084,516 Company Common Shares were issued and outstanding (not including shares held in treasury), (ii) 1,802,500 Company Common Shares were held in treasury, (iii) 326,040 Company Common Shares were issuable upon the exercise of outstanding Company Options, which had a weighted average exercise price of $13.45, (iv) 1,319,799 shares were subject to Company RSU Awards, (v) 1,349,994 shares were subject to Company PSU Awards (assuming achievement of the applicable performance goals at the maximum level), (vi) 146,877 shares were subject to Company DSU Awards and (vii) no other shares of capital stock or other voting securities of the Company were issued, reserved for issuance or outstanding. All outstanding Company Common Shares are duly authorized, validly issued, fully paid and

nonassessable and are free of preemptive rights.

(b) Except as set forth in this Section 3.2, and other than the Convertible Debentures, as of the date of this Agreement, there are no outstanding subscriptions, options, warrants, calls, puts, convertible securities, exchangeable securities or other similar rights, agreements or commitments to which the Company or any of its Subsidiaries is a party (i) obligating the Company or any of its Subsidiaries to (A) issue, transfer, exchange, sell or register for sale any shares of capital stock or other equity interests of the Company or any Subsidiary of the

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Company or securities convertible into or exchangeable for such shares or equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, put, convertible securities, exchangeable securities or other similar right, agreement or commitment relating to the capital stock or other equity interest of the Company or any Subsidiary of the Company or (C) redeem or otherwise acquire any such shares of capital stock or other equity interests, or (ii) granting any preemptive or antidilutive or similar rights with respect to any security issued by the Company or its Subsidiaries. As of the date of this Agreement, and other than the Convertible Debentures, neither the Company nor any of its Subsidiaries has outstanding any bonds, debentures, notes or other indebtedness, the holders of which have the right to vote (or which are convertible or exchangeable into or exercisable for securities having the right to vote) with the shareholders of the Company on any matter. As of the date of this Agreement there are no voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting or registration of the capital stock or other equity interest of the Company or any of its Subsidiaries. Since the Company Specified Date through the date of this Agreement, the Company has not issued or repurchased any shares of its capital stock (other than in connection with the exercise, settlement or vesting of Company Equity Awards in accordance with their respective terms) or granted any Company Equity Awards. As of the date of this Agreement, the Company does not have in place, nor is it subject to, a stockholder rights plan, poison pill or similar plan or instrument, and at no time after the date of this Agreement will the Company have in place or be subject to a stockholder rights plan, poison pill or similar plan or instrument (except for any such plan that is not applicable to Parent or is not applicable to the Mergers or other transactions contemplated herein).

(c) Except as would not be material to the Company or any of its significant Subsidiaries, the Company or a Subsidiary of the Company owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity interests of each Subsidiary of the Company, and all of such shares of capital stock or other equity interests are duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights in favor of any Person other than the Company or a Subsidiary of the Company. Except for equity interests in the Company s Subsidiaries, as of the date hereof, neither the Company nor any of its Subsidiaries owns, directly or indirectly, any equity interest in any Person (or any security or other right, agreement or commitment convertible or exercisable into, or exchangeable for, any equity interest in any Person), other than equity interests that are *de minimis* to the Company and its Subsidiaries taken as a whole and equity interests held in a grantor trust established to fund Company contributions to the Company s nonqualified deferred compensation plans.

Section 3.3 Corporate Authority Relative to this Agreement; Consents and Approvals; No Violation.

(a) The Company has the requisite corporate power and authority to execute and deliver this Agreement and, subject to adoption of this Agreement by holders of two-thirds of the outstanding Company Common Shares entitled to vote thereon (the Company Shareholder Approval), to consummate the transactions contemplated hereby, including the Mergers. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, have been duly and validly authorized by the Company Board and, except for the Company Shareholder Approval and the filing of the Initial Certificates of Merger and the Subsequent Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Delaware, no other corporate action or proceedings on the part of the Company or vote of the Company s shareholders are necessary to authorize the execution and delivery by the Company of this Agreement or the consummation of the transactions contemplated hereby, including the Mergers. The Company Board has (i) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of the Company and its shareholders, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (iii) resolved to recommend that the holders of Company Common Shares adopt this Agreement (the Company Recommendation) and (iv) directed that the adoption of this Agreement be submitted for consideration by the Company s shareholders at a meeting thereof. This Agreement has been duly and validly executed and delivered by the Company and, assuming this Agreement constitutes the legal, valid and binding agreement of Parent and Merger Subs, this Agreement

constitutes the legal, valid and binding agreement of the Company and is enforceable against the Company in accordance with its terms, except as such enforcement may be subject to applicable bankruptcy, reorganization, fraudulent conveyance, insolvency, moratorium or other similar Laws affecting creditor s rights generally and the availability of equitable relief and any implied covenant of good faith and fair dealing (the Enforceability Exceptions).

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(b) Other than in connection with or in compliance with (i) the filing of the Initial Certificates of Merger and the Subsequent Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Delaware, (ii) the filing of the Form S-4 (including the Joint Proxy Statement/Prospectus) with the U.S. Securities and Exchange Commission (the SEC) and any amendments or supplements thereto and declaration of effectiveness of the Form S-4, (iii) the U.S. Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder (the Exchange Act), (iv) the rules and regulations of the New York Stock Exchange, (v) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the HSR Act) and (vi) the approvals set forth in Section 3.3(b) of the Company Disclosure Schedule (covering the applicable laws or other legal restraints of foreign countries designed to govern competition or trade regulation or to prohibit, restrict or regulate actions with the purpose or effect of monopolization or restraint of trade (collectively, Antitrust Laws)) (clauses (i) – (vi), collectively, the Transaction Approvals), no authorization, consent, order, license, permit or approval of, or registration, declaration, notice or filing with, any Governmental Entity is required to be made or obtained under applicable Law for the consummation by the Company of the transactions contemplated by this Agreement, except for such authorizations, consents, orders, licenses, permits, approvals, registrations, declarations, notices and filings that are not required to be made or obtained prior to the consummation of such transactions or that the failure to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) The execution and delivery by the Company of this Agreement does not, and (assuming the Transaction Approvals are obtained) the consummation of the transactions contemplated hereby, and compliance with the provisions hereof will not, (i) require any consent or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, constitute a change of control or default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Lien (other than Company Permitted Liens) upon any of the respective properties or assets of the Company or any of its Subsidiaries pursuant to, any Contract to which the Company or any of its Subsidiaries is a party or by which it or any of its respective properties or assets is bound, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (ii) conflict with or result in any violation of any provision of the Company Organizational Documents or (iii) conflict with or violate any applicable Laws except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.4 Reports and Financial Statements.

(a) The Company has timely filed or furnished all forms, documents and reports required to be filed or furnished by it with the SEC since January 1, 2015 (all such forms, documents and reports filed or furnished by the Company since such date, the Company SEC Documents). As of their respective dates or, if amended, as of the date of the last such amendment (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), the Company SEC Documents complied in all material respects with the applicable requirements of the U.S. Securities Act of 1933, as amended, (the Securities Act), the Exchange Act and the Sarbanes-Oxley Act of 2002 (the Sarbanes-Oxley Act), as the case may be, and the applicable rules and regulations of the SEC promulgated thereunder, and none of the Company SEC Documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the Company s Subsidiaries is, or at any time since January 1, 2015 has been, required to file any forms, reports or other documents with the SEC. As of the date hereof, none of the Company SEC Documents is the subject of ongoing SEC review. As of the date hereof, there are no inquiries or investigations by the SEC or any Governmental Entity or any internal investigations pending or, to the knowledge of the Company, threatened, in each case regarding any accounting practices or financial statements of the Company or any of its Subsidiaries.

(b) Since January 1, 2015, the Company has complied in all material respects with the applicable listing and corporate governance rules and regulations of the New York Stock Exchange (the NYSE).

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(c) Since January 1, 2015, each of the principal executive officer and principal financial officer of the Company (or each former principal executive officer and principal financial officer of the Company, as applicable) have made all certifications required by Rule 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act and any related rules and regulations promulgated by the SEC and the NYSE.

(d) The consolidated financial statements (including all related notes and schedules) of the Company included in or incorporated by reference into the Company SEC Documents (i) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as of the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments that are not material and to any other adjustments described therein, including the notes thereto), (ii) were prepared in all material respects in conformity with U.S. generally accepted accounting principles (GAAP) (except, in the case of the unaudited statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto), and (iii) comply as to form in all material respects with the applicable accounting requirements under the Securities Act, the Exchange Act and the applicable rules and regulations of the SEC.

(e) Neither the Company nor any of its Subsidiaries is a party to, nor does it have any commitment to become a party to, any off-balance sheet joint venture, off-balance sheet partnership or any other off-balance sheet arrangements (as defined in Item 303(a) of Regulation S-K of the SEC), other than those that would be *de minimis* to the Company and its Subsidiaries taken as a whole.

(f) Since January 1, 2015, (i) none of the Company or any of its Subsidiaries has received any written material complaint, allegation, assertion or claim regarding the financial accounting, internal accounting controls or auditing practices, procedures, methodologies or methods of the Company or any of its Subsidiaries or any material complaint, allegation, assertion or claim from employees of the Company or any of its Subsidiaries regarding questionable financial accounting or auditing matters with respect to the Company or any of its Subsidiaries, and (ii) no attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported credible evidence of any material violation of securities Laws, breach of fiduciary duty or similar material violation by the Company, any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Company Board or any committee thereof, or to the General Counsel or Chief Executive Officer of the Company.

Section 3.5 Internal Controls and Procedures. The Company has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act. The Company s disclosure controls and procedures are designed to ensure that all information required to be disclosed by the Company in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company s management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. The Company s management has completed an assessment of the effectiveness of the Company s internal controls over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act for the fiscal year ended December 31, 2017, and such assessment concluded that such controls were effective. Based on its most recent evaluation of internal controls over financial reporting prior to the date hereof, management of the Company has disclosed to the Company s auditors and the audit committee of the Company Board (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respect the Company s ability to report financial information and (ii) any fraud or allegations of fraud, whether or not material, that involves management or other employees who have a

significant role in the Company s internal control over financial reporting, and each such deficiency, weakness and fraud so disclosed to auditors, if any, has been disclosed to Parent prior to the date hereof. Each of the Company and its Subsidiaries has substantially addressed any such deficiency, material weakness or fraud.

Section 3.6 No Undisclosed Liabilities. There are no Liabilities of the Company or any of its Subsidiaries of any nature whatsoever (whether accrued, absolute, determined, contingent or otherwise and whether due or to become due) that would be required by GAAP to be reflected on a consolidated balance sheet

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of the Company and its Subsidiaries for inclusion in a report required to be filed with the SEC, except for (i) Liabilities that are reflected or reserved against on the consolidated balance sheet of the Company and its Subsidiaries included in its Annual Report on Form 10-K for the annual period ended December 31, 2017 (including any notes thereto), (ii) Liabilities arising in connection with the transactions contemplated hereby or in connection with obligations under existing Contracts or applicable Law, (iii) Liabilities incurred in the ordinary course of business since December 31, 2017, (iv) Liabilities that have been discharged or paid in full in the ordinary course of business and (v) Liabilities that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.7 Compliance with Law; Permits.

(a) The Company and each of its Subsidiaries are, and since January 1, 2015 have been, in material compliance with all applicable federal, state, local and foreign laws, statutes, ordinances, rules, regulations, judgments, orders, injunctions, decrees or agency requirements of Governmental Entities (collectively, Laws and each, a Law). Since January 1, 2015, neither the Company nor any of its Subsidiaries has received any written notice or, to the Company s knowledge, other communication from any Governmental Entity regarding any actual or alleged failure to comply with any Law in a material respect.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries hold all authorizations, licenses, permits, certificates, variances, exemptions, approvals, orders, registrations and clearances of any Governmental Entity necessary for the Company and its Subsidiaries to own, lease and operate their properties and assets, and to carry on and operate their businesses as currently conducted.

(c) To the Company s knowledge, none of the Company or its Subsidiaries, or any director, officer, employee or agent of the Company or any of its Subsidiaries, in each case, acting on behalf of the Company or any of its Subsidiaries, has in the past five years, directly or indirectly, (i) used any funds of the Company or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of the Company or any of its Subsidiaries; or (iii) violated or is in violation of applicable Bribery Legislation.

(d) To the Company s knowledge, none of the Company or any of its Subsidiaries, or any director, officer, employee or agent of the Company or any of its Subsidiaries, (i) is a Sanctioned Person; (ii) has in the past five years engaged in direct or indirect dealings with any Sanctioned Person or in any Sanctioned Country on behalf of the Company or any of its Subsidiaries, except pursuant to a license from the United States; or (iii) has in the past five years violated, or engaged in any conduct sanctionable under, any Sanctions Law.

(e) Notwithstanding anything contained in this Section 3.7, no representation or warranty shall be deemed to be made in this Section 3.7 in respect of the matters referenced any other section of this Article III, including in respect of environmental, Tax, employee benefits or labor matters.

Section 3.8 Environmental Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (a) the Company and each of its Subsidiaries are, to the Company s knowledge, in compliance with applicable Environmental Laws, and each has, or has applied for, all Environmental Permits necessary for the conduct and operation of their respective businesses as presently conducted, (b) since January 1, 2015, none of the Company or any of its Subsidiaries has received any written notice, demand, letter or claim alleging that the Company or such Subsidiary is in violation of, or liable under, any Environmental Law and (c) none of the Company or any of its Subsidiaries is subject to any judgment, decree or judicial order relating to

compliance with Environmental Laws, Environmental Permits or the investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials. Notwithstanding anything herein to the contrary, the representations and warranties contained in this Section 3.8 are the sole and exclusive representations of the Company with respect to Environmental Laws, Environmental Permits, Hazardous Materials or any other matter related to the environment or the protection of human health and worker safety.

Section 3.9 Employee Benefit Plans.

(a) Section 3.9(a) of the Company Disclosure Schedule sets forth a correct and complete list, as of the date hereof, of each material U.S. Company Benefit Plan, and each material Non-U.S. Company Benefit Plan

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that is maintained in the jurisdiction of the Philippines (each a Specified Benefit Plan). With respect to each material U.S. Company Benefit Plan, to the extent applicable, correct and complete copies of the following have been delivered or made available to Parent by the Company: (i) all plan documents (including all material written amendments thereto) (which, for the avoidance of doubt, with respect to any material U.S. Company Benefit Plan for which a form agreement is used, shall consist of a copy of such form); (ii) all related trust documents; (iii) all insurance contracts or other funding arrangements; (iv) the most recent annual report (Form 5500) filed with the Internal Revenue Service (the IRS); (v) the most recent determination, opinion or advisory letter from the IRS for any U.S. Company Benefit Plan that is intended to qualify under Section 401(a) of the Code; (vi) the most recently prepared actuarial report and financial statements; and (vii) the most recent prospectus or summary plan description. With respect to each Specified Benefit Plan, the Company has, to the extent applicable, provided to Parent documents that are substantially comparable (taking into account differences in applicable Law and practices) to the documents required to be provided by this Section 3.9(a).

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) each Company Benefit Plan has been established, operated and administered in accordance with its terms and the requirements of all applicable Laws, including ERISA and the Code; and (ii) all contributions required to be made to any Company Benefit Plan by applicable Law or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any Company Benefit Plan, for any period in the prior three years through the date hereof, have been timely made.

(c) Section 3.9(c) of the Company Disclosure Schedule identifies each Company Benefit Plan that, as of the date of this Agreement, is intended to be qualified under Section 401(a) of the Code (each, a Company Qualified Plan). With respect to each Company Qualified Plan, (i) the IRS has issued a favorable determination, opinion or advisory letter with respect to each Company Qualified Plan and its related trust, and such letter has not been revoked (nor has revocation been threatened in writing), and (ii) to the knowledge of the Company, there are no existing circumstances and no events have occurred that would reasonably be expected to result in disqualification of any Company Qualified Plan or the related trust.

(d) With respect to each Company Benefit Plan that is subject to Title IV or Section 302 of ERISA or Section 412 of the Code, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) such Company Benefit Plan satisfies all minimum funding requirements under Sections 412, 430 and 431 of the Code and Sections 302, 303 and 304 of ERISA, whether or not waived; (ii) such Company Benefit Plan is not in at risk status within the meaning of Section 430(i) of the Code or Section 303(i) of ERISA; (iii) the Company has delivered or made available to Parent a copy of the most recent actuarial valuation report for such Company Benefit Plan and such report is complete and accurate in all material respects; and (iv) the Pension Benefit Guaranty Corporation has not instituted proceedings to terminate such Company Benefit Plan.

(e) None of the Company, its Subsidiaries or any of their respective ERISA Affiliates has, in the past six years, maintained, established, contributed to or been obligated to contribute to any plan that is a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA (a Multiemployer Plan) or a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA.

(f) All contributions, premiums and payments that are due have been made for each Company Benefit Plan within the time periods prescribed by the terms of such plan and applicable Law in all material respects, and all contributions, premiums and payments for any period ending on or before the Closing Date that are not due are properly accrued to the extent required to be accrued under applicable accounting principles in all material respects. To the knowledge of the Company, all material benefits, expenses and other amounts due and payable under any Company Benefit Plan prior to the date of this Agreement have been paid, made or accrued on or before the date of this Agreement.

(g) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, as of the date hereof, there are no pending or, to the knowledge of the Company, threatened claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations, in each case with respect to any Company Benefit Plan, which have been asserted or instituted.

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(h) No U.S. Company Benefit Plan provides for any post-employment or post-retirement medical or life insurance benefits for retired, former or current employees or beneficiaries or dependents thereof, except as required by Section 4980B of the Code.

(i) The Company is not party to, or otherwise obligated under, any contract, agreement, plan or arrangement that provides for the gross-up of Taxes imposed by Section 409A(a)(1)(B) or Section 4999 of the Code.

(j) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Non-U.S. Company Benefit Plan (i) if intended to qualify for special tax treatment, meets all the requirements for such treatment, (ii) if required to be funded, book-reserved or secured by an insurance policy, is funded, book-reserved, or secured by an insurance policy, as applicable, based on reasonable actuarial assumptions in accordance with applicable accounting principles, and (iii) has been maintained in compliance with all applicable Laws.

(k) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, neither the execution of this Agreement nor the completion of the transactions contemplated hereby (either alone or in conjunction with any other event) will result in (i) any compensation payment becoming due to any employee of the Company or any of its Subsidiaries, (ii) the acceleration of vesting or payment or provision of any other rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any employee of the Company or any of its Subsidiaries, or (iii) any increase to the compensation or benefits otherwise payable under any Company Benefit Plan.

(l) There are no loans by the Company or any of its Subsidiaries to any of their respective employees, officers, directors or other service providers outstanding which would cause a violation of Section 402 of the Sarbanes-Oxley Act or similar applicable Law, other than any such violations that would not be material to the Company and its Subsidiaries, taken as a whole.

Section 3.10 Absence of Certain Changes or Events.

(a) Since January 1, 2018 through the date of this Agreement, the businesses of the Company and its Subsidiaries have been conducted in all material respects in the ordinary course of business.

(b) Since January 1, 2018 through the date of this Agreement, none of the Company or any of its Subsidiaries has undertaken any action that, if taken after the date of this Agreement, would require Parent s consent pursuant to Section 5.1(b)(C), (F), (G), (H), (I), (M), (N) (O), (P), (Q) or (R) (solely as it relates to Section 5.1(b)(C), (F), (G), (H), (I), (M), (N), (O), (P), or (Q)).

(c) Since January 1, 2018, there has not been any fact, change, circumstance, event, occurrence, condition or development that would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.11 Litigation. As of the date hereof, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (a) there is no Proceeding to which the Company or any of its Subsidiaries is a party pending or, to the knowledge of the Company, threatened and (b) neither the Company nor any of its Subsidiaries is subject to any outstanding Order.

Section 3.12 Company Information. The information supplied or to be supplied by the Company for inclusion in the joint proxy statement relating to the Company Shareholders Meeting and the Parent Stockholders Meeting, which will be used as a prospectus of Parent with respect to the shares of Parent Common Stock issuable in connection with the

Initial Merger (together with any amendments or supplements thereto, the Joint Proxy Statement/Prospectus) and the registration statement on Form S-4 pursuant to which the offer and sale of shares of Parent Common Stock in connection with the Initial Merger will be registered pursuant to the Securities Act and in which the Joint Proxy Statement/Prospectus will be included as a prospectus of Parent (together with any amendments or supplements thereto, the Form S-4) will not, at the time the Joint Proxy Statement/Prospectus is first mailed to the Company s shareholders and Parent s stockholders, at the time of the Company Shareholders Meeting and the Parent Stockholders Meeting or at the time the Form S-4 (and any amendment or supplement thereto) is declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein,

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in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made by the Company with respect to statements made therein based on information supplied by Parent or Merger Subs for inclusion or incorporation by reference therein.

Section 3.13 Tax Matters.

(a) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole,

(i) (A) The Company and each of its Subsidiaries have timely filed (taking into account any extension of time within which to file) all Tax Returns required to be filed by any of them and all such filed Tax Returns are complete and accurate; (B) the Company and each of its Subsidiaries have paid all Taxes that are required to be paid by any of them, except, in each case of clauses (A) and (B), with respect to matters contested in good faith or for which adequate reserves have been established, in accordance with GAAP; and (C) as of the date of this Agreement, there are not pending, or to the Company's knowledge, threatened in writing, any audits, examinations, investigations or other administrative or judicial proceedings in respect of Taxes of the Company or any of its Subsidiaries, in each case, other than in respect of matters for which adequate reserves have been established, in accordance with GAAP.

(ii) There are no Liens for Taxes on any property of the Company or any of its Subsidiaries other than any Lien for Taxes not yet delinquent or that are being contested in good faith by appropriate proceedings or for which adequate reserves have been established in accordance with GAAP.

(iii) The Company has not been a controlled corporation or a distributing corporation (in each case, within the meaning of Section 355(a)(1)(A) of the Code) in any distribution that was purported or intended to be governed by Section 355 of the Code occurring during the two-year period ending on the date hereof.

(iv) None of the Company or any of its Subsidiaries has participated in any listed transaction within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(v) During the past three years, neither the Company nor any of its Subsidiaries has received any claim or inquiry from a Taxing Authority in a jurisdiction in which neither the Company nor any of its Subsidiaries has filed any income or franchise Tax Returns asserting that the Company or such Subsidiary is or may be subject to income or franchise taxation by, or required to file income or franchise Tax Returns in, that jurisdiction.

(vi) To the knowledge of the Company, neither the Company nor any of its Subsidiaries has a permanent establishment in any jurisdiction outside its jurisdiction of incorporation or formation.

(b) Neither the Company nor any of its Subsidiaries is aware of the existence of any fact, or has taken or agreed to take any action, that would reasonably be expected to prevent or impede the Initial Merger and the Subsequent Merger, taken together, from qualifying as a reorganization within the meaning of Section 368(a) of the Code (disregarding for this purpose the continuity of interest requirement set forth in Treasury Regulations Section 1.368-1(e)).

(c) Notwithstanding anything herein to the contrary, the representations and warranties contained in this Section 3.13, to the extent relating to Taxes or Tax matters, Section 3.4(d), and, to the extent expressly referring to Code sections, Section 3.9 are the sole and exclusive representations of the Company with respect to Taxes and Tax matters.

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Section 3.14 Employment and Labor Matters.

(a) As of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement, labor union contract, or trade union agreement (each, a Collective Bargaining Agreement) covering employees in the United States, nor, as of the date of this Agreement, is the Company or any of its Subsidiaries negotiating entry into such an agreement covering employees in the United States.

(b) As of the date hereof, (i) there is no strike, lockout, slowdown, or work stoppage against the Company or any of its Subsidiaries pending or, to the Company s knowledge, threatened, which would be material to the Company and its Subsidiaries taken as a whole, or which would materially impact the operations of the Company and its Subsidiaries in North America, Europe or Latin America; (ii) there is no material pending charge or complaint against the Company or any of its Subsidiaries by the National Labor Relations Board or any comparable Governmental Entity; and (iii) the Company and its Subsidiaries have complied in all material respects with all Laws regarding employment and employment practices (including anti-discrimination), terms and conditions of employment and wages and hours (including classification of employees and equitable pay practices) and other Laws in respect of any reduction in force (including notice, information and consultation requirements), and no material claims relating to non-compliance with the foregoing are pending or, to the Company s knowledge, threatened.

Section 3.15 Real Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (a) the Company or a Subsidiary of the Company has good and valid title to the real estate owned by the Company or any of its Subsidiaries (the Company Owned Real Property) and to all of the buildings, structures and other improvements thereon, free and clear of all Liens (other than Company Permitted Liens), (b) the Company or a Subsidiary of the Company has a good and valid leasehold interest in each material Company Lease, free and clear of all Liens (other than Company Permitted Liens), (c) none of the Company or any of its Subsidiaries has received written notice of any material default under any agreement evidencing any Lien or other agreement affecting the Company Owned Real Property or any Company Lease, which default continues on the date of this Agreement and (d) Section 3.15 of the Company Disclosure Schedule sets forth an accurate and complete list of all material Company Owned Real Property and each Company Lease requiring an annual payment in excess of $2,000,000.

Section 3.16 Intellectual Property.

(a) The Patents, pending Patent applications, registered Marks, pending applications for registration of Marks and registered Copyrights owned by the Company or any of its Subsidiaries are referred to collectively as the Company Registered Intellectual Property , all of which are set forth in Section 3.16(a) of the Company Disclosure Schedule. No material registrations or applications for Company Registered Intellectual Property have expired or been cancelled or abandoned except in accordance with the expiration of the term of such rights, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company and its Subsidiaries own all right, title, and interest, free and clear of all Liens (except for Company Permitted Liens) to, or otherwise have a valid and enforceable right to use, all Intellectual Property necessary for or used in the conduct of the business of the Company and its Subsidiaries as currently conducted, except as would not reasonably be expected to have, individually or in the aggregate a Company Material Adverse Effect.

(c) (i) To the Company s knowledge, the conduct of the business of the Company and its Subsidiaries does not infringe, violate or constitute misappropriation of any material Intellectual Property of any third Person in any material respect, (ii) to the Company s knowledge, as of the date hereof, no third Person is infringing, violating, or misappropriating, in any material respect, any material Intellectual Property owned by the Company or its Subsidiaries

and (iii) as of the date hereof, there is no pending claim or asserted claim in writing (including any cease and desist letters and invitations to license) asserting that the Company or any Subsidiary has infringed, violated or misappropriated, in any material respect, or is infringing, violating or misappropriating, in any material respect, any material Intellectual Property rights of any third Person.

(d) Except as would not be material to the Company and its Subsidiaries taken as a whole, (i) the Company and its Subsidiaries have implemented (A) commercially reasonable measures to protect the

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confidentiality, integrity and security of the Company s and its Subsidiaries material Trade Secrets, Company software and other material Company IT Assets (and the information and transactions stored or contained therein or transmitted thereby); and (B) commercially reasonable data backup, data storage, system redundancy and disaster avoidance and recovery procedures, as well as a commercially reasonable business continuity plan; and (ii) the Company IT Assets used by the Company and its Subsidiaries perform the functions necessary to carry on the conduct of their respective businesses.

(e) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the Company and its Subsidiaries have taken all customary and commercially reasonable measures to protect the confidentiality of the material Trade Secrets of the Company and its Subsidiaries and third party confidential information provided to the Company or any of its Subsidiaries that the Company or such Subsidiary is obligated to maintain in confidence; (ii) the Company and its Subsidiaries comply in all material respects with their internal policies and procedures and with the Payment Card Industry Data Security Standard and any other legally binding credit card company and other legal requirements, to the extent applicable, relating to privacy, data protection, and the collection, retention, protection and use of Sensitive Data and personal information collected, used, or held for use by (or on behalf of) the Company and its Subsidiaries; (iii) there are no claims pending or, to the knowledge of the Company, threatened against the Company or its Subsidiaries alleging a violation of any third Person s privacy or personal information or data rights; and (iv) since January 1, 2015, to the Company s knowledge, there has been no unauthorized access, unauthorized acquisition or disclosure, or any loss or theft, of Sensitive Data of the Company, its Subsidiaries or its customers while such Sensitive Data is in the possession or control of the Company, its Subsidiaries or third-party vendors.

(f) The Company has a policy or practice of obtaining, to the extent legally permissible, from each employee, consultant or independent contractor of the Company and its Subsidiaries who are involved in, or who contribute to, the creation or development of any of the Company s Intellectual Property, an agreement providing for the assignment of all Intellectual Property rights arising therefrom to the Company or one of its Subsidiaries, and to the Company s knowledge, the Company has complied with such policy and practice in all material respects.

Section 3.17 Opinion of Financial Advisor. The Company Board has received the written opinion of Centerview Partners LLC, dated June 28, 2018, that, as of the date of such opinion and based upon and subject to the various assumptions made, procedures followed, matters considered and qualifications and limitations on the review undertaken in preparing such opinion as set forth therein, the Merger Consideration to be paid to the holders of Company Common Shares in the Initial Merger (other than Cancelled Shares, Converted Shares, Dissenting Shares and Company Common Shares held by any affiliate of the Company or Parent), pursuant to this Agreement is fair, from a financial point of view, to such holders.

Section 3.18 Material Contracts.

(a) As of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to or bound by:

(i) any material contract (as such term is defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC) (other than any Company Benefit Plan);

(ii) any Contract with the 50 largest customers of the Company and its Subsidiaries, taken as a whole, based on budgeted receipts for the fiscal year ended December 31, 2018 (the Major Customers) that expressly imposes any material restriction on the right or ability of the Company or any of its Subsidiaries to compete with any other Person or solicit any client or customer and, in each case, that following the Closing will materially restrict the ability of Parent or its Subsidiaries (other than the Surviving Company and its Subsidiaries) to so compete or solicit;

(iii)

any Contract with a Major Customer that expressly obligates the Company or its Subsidiaries (or following the Closing, Parent or its Subsidiaries) to conduct business with any third party on a preferential or exclusive basis or that contains most favored nation or similar covenants;

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(iv) any Company employment agreement with any current executive officer or any current member of the Company Board;

(v) any Contract entered into on or after January 1, 2015 that is a settlement agreement or includes a settlement agreement entered into in connection with a Proceeding and that materially restricts the operation of the business of the Company or any of its Subsidiaries;

(vi) any Contract relating to Indebtedness (other than intercompany Indebtedness owed by the Company or any wholly owned Subsidiary to any other wholly owned Subsidiary, or by any wholly owned Subsidiary to the Company) of the Company or any of its Subsidiaries having an outstanding principal amount in excess of $1,000,000;

(vii) any Contract that grants any right of first refusal, right of first offer or similar right with respect to any material assets, rights or properties of the Company or its Subsidiaries;

(viii) any Contract with the twenty largest vendors of the Company and its Subsidiaries, taken as a whole, with respect to the fiscal year ended December 31, 2017 and any Contract with the twenty largest customers of the Company and its Subsidiaries, taken as a whole, based on budgeted receipts for the fiscal year ended December 31, 2018 (the Top Customers), in each case based on amounts paid to such vendor or received from such customer during such period;

(ix) any Contract entered into on or after January 1, 2015 that provides for the acquisition or disposition of any assets (other than acquisitions or dispositions of sale in the ordinary course of business) or business (whether by merger, sale of stock, sale of assets or otherwise) or capital stock or other equity interests of any Person, and with any outstanding obligations as of the date of this Agreement, in each case with a value in excess of $1,000,000;

(x) any material joint venture, partnership or limited liability company agreement or other similar Contract relating to the formation, creation, operation, management or control of any joint venture, partnership or limited liability company, other than any such Contract solely between the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries; and

(xi) any Contract with an affiliate or other Person that would be required to be disclosed under Item 404(a) of Regulation S-K promulgated under the Exchange Act.

All contracts of the types referred to in clauses (i) through (xi) above are referred to herein as Company Material Contracts.

(b) Neither the Company nor any Subsidiary of the Company is in material breach of or default in any respect under the terms of any Company Material Contract and, to the knowledge of the Company, as of the date hereof, no other party to any Company Material Contract is in material breach of or default in any respect under the terms of any Company Material Contract, and no event has occurred or not occurred through the Company s or any of its Subsidiaries action or inaction or, to the Company s knowledge, prior to the date hereof through the action or inaction of any third party, that with notice or the lapse of time or both would constitute a material breach of or default or result in the termination of or a right of termination or cancelation thereunder, accelerate the performance or obligations required thereby, or result in the loss of any material benefit under the terms of any Company Material Contract. To the knowledge of the Company, each Company Material Contract (i) is a valid and binding obligation of the Company or the Subsidiary of the Company that is party thereto and of each other party thereto, and (ii) is in full force and effect, subject to the Enforceability Exceptions, in each case, except as would not be material to the Company and its Subsidiaries, taken as a whole. There are no disputes pending or, to the Company s knowledge, threatened with respect to any Company Material Contract, and neither the Company nor any of its Subsidiaries has received any written notice of the intention of any other party to a Company Material Contract to terminate for default, convenience or otherwise, any Company Material Contract, in each case, except as would not be material to the Company and its Subsidiaries, taken as a whole.

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Section 3.19 Finders or Brokers. Except for Centerview Partners LLC, neither the Company nor any of its Subsidiaries has employed any investment banker, broker or finder in connection with the transactions contemplated by this Agreement who would be entitled to any fee or any commission in connection with or upon consummation of the Mergers.

Section 3.20 State Takeover Statutes. Assuming the accuracy of the Parent s representations and warranties set forth in Section 4.18, no state fair price, moratorium, control share acquisition, supermajority, affiliate transactions or business combination statute or regulation or other anti-takeover or similar Laws (each, a Takeover Statute) is applicable to this Agreement, the Mergers or any of the other transactions contemplated by this Agreement. The Company Board has taken all actions necessary to render all potentially applicable Takeover Statutes inapplicable to this Agreement, the Mergers and the other transactions contemplated by this Agreement.

Section 3.21 Data Privacy.

(a) The Company and each of its Subsidiaries (i) are and, since January 1, 2015, have been in material compliance with their published privacy policies and guidelines, contractual obligations and, to the knowledge of the Company, all applicable Laws relating to data privacy, data collection, data protection and data security and (ii) take and have implemented and maintain commercially reasonable administrative, technical and physical measures to ensure that personally identifiable information is protected against loss, damage, and unauthorized access, use, modification or other misuse.

(b) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, the Company and each of its Subsidiaries have made all required disclosures to, and obtained any necessary consents from, users, customers, employees, contractors, Governmental Entities and other applicable Persons required by applicable Law related to data privacy, data collection, data protection and data security and have filed any required registrations with the applicable data protection authority.

Section 3.22 Insurance. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each of the material insurance policies and fidelity bonds and all material self-insurance programs and arrangements relating to the business, equipment, properties, employees, officers or directors, assets and operations of the Company and its Subsidiaries (collectively, the Company Insurance Policies) is in full force and effect, all premiums due and payable thereon have been paid when due and the Company is in compliance in all material respects with the terms and conditions of such Company Insurance Policies. The Company has not received any written notice regarding any invalidation or cancellation of any Company Insurance Policy that has not been renewed in the ordinary course without any lapse in coverage.

Section 3.23 No Other Representations or Warranties; Investigation.

(a) Except for the representations and warranties expressly set forth in this Article III (as qualified by the Company Disclosure Schedule), none of the Company, any of its Affiliates or any other Person on behalf of the Company makes any express or implied representation or warranty (and there is and has been no reliance by Parent, Merger Subs or any of their respective Affiliates, officers, directors, employees, accountants, consultants, legal counsel, investment bankers, advisors, representatives or authorized agents (collectively, Representatives) on any such representation or warranty) with respect to the Company, its Subsidiaries or its and their respective businesses or with respect to any other information provided, or made available, to Parent, Merger Subs or their respective Affiliates or Representatives in connection with the transactions contemplated hereby, including the accuracy or completeness thereof. Without limiting the foregoing, except for any remedies available under this Agreement with respect to the representations and warranties expressly set forth in this Article III (as qualified by the Company Disclosure Schedule), neither the Company nor any other Person will have or be subject to any liability or other obligation to Parent, Merger Subs or

their Affiliates or Representatives or any other Person resulting from Parent s, Merger Subs or their Affiliates or Representatives use of any information, documents, projections, forecasts or other material made available to Parent, Merger Subs or their Affiliates or Representatives, including any information made available in the electronic data room maintained by the Company for purposes of the transactions contemplated by this Agreement, teasers, marketing materials,

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consulting reports or materials, confidential information memoranda, management presentations, functional break-out discussions, responses to questions submitted on behalf of Parent, Merger Subs or their respective Representatives or in any other form in connection with the transactions contemplated by this Agreement.

(b) The Company has conducted its own independent review and analysis of the business, operations, assets, Contracts, Intellectual Property, real estate, technology, liabilities, results of operations, financial condition and prospects of Parent and its Subsidiaries, and acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, Contracts and other assets of Parent and its Subsidiaries that it and its Representatives have requested to review and that it and its Representatives have had the opportunity to meet with the management of Parent and to discuss the business and assets of Parent and its Subsidiaries. The Company acknowledges that neither Parent nor any Person on behalf of Parent makes, and the Company has not relied upon, any express or implied representation or warranty with respect to Parent or any of its Subsidiaries or with respect to any other information provided to the Company in connection with the transactions contemplated by this Agreement including the accuracy, completeness or currency thereof other than the representations and warranties contained in Article IV (as qualified by the Parent Disclosure Schedule). Without limiting the foregoing, except for any remedies available under this Agreement with respect to the representations and warranties expressly set forth in Article IV hereof (as qualified by the Parent Disclosure Schedule) or in the event of fraud, the Company acknowledges and agrees that neither Parent nor any other Person will have or be subject to any liability or other obligation to the Company or its Affiliates or Representatives or any other Person resulting from the Company s or its Affiliates or Representatives use of any information, documents, projections, forecasts or other material made available to the Company or its Affiliates or Representatives, including any information made available in the electronic data room maintained by or on behalf of Parent or its Representatives for purposes of the transactions contemplated by this Agreement, teasers, marketing materials, consulting reports or materials, confidential information memoranda, management presentations, functional break-out discussions, responses to questions submitted on behalf of the Company or its Representatives or in any other form in connection with the transactions contemplated by this Agreement.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUBS

Except (a) as disclosed in any form, document or report publicly filed with or publicly furnished to the SEC by Parent or any of its Subsidiaries at least five Business Days prior to the date hereof (excluding any disclosures set forth in any risk factors, forward-looking statements or market risk or any similar section, in each case to the extent they are cautionary, predictive or forward-looking in nature) or (b) as disclosed in corresponding sections or subsections of the disclosure schedule delivered by Parent to the Company concurrently with the execution of this Agreement (the Parent Disclosure Schedule), it being hereby acknowledged and agreed that disclosure of any item in any section or subsection of the Parent Disclosure Schedule shall be deemed disclosed only with respect to the corresponding section or subsection or any other section or subsection of this Agreement to the extent that the relevance of such disclosure to such other section or subsection is reasonably apparent on its face, Parent and Merger Subs jointly and severally represent and warrant to the Company as follows:

Section 4.1 Organization.

(a) Parent is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Merger Sub I is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Ohio. Merger Sub II is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Ohio. Each of Parent and each Merger Sub has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted.

(b) Each of Parent s Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted except where the failure to be in good standing or have such power or authority has not had or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each of Parent, each Merger Sub and their Subsidiaries is duly qualified or licensed, and has all necessary governmental approvals, to do business and (where such concept is recognized) is in good

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standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such approvals, qualification or licensing necessary, except where the failure to be so duly approved, qualified or licensed and in good standing would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Parent has made available to the Company prior to the date of this Agreement a true and complete copy of Parent s certificate of incorporation and bylaws, Merger Sub I s articles of incorporation and code of regulations and Merger Sub II s certificate of formation and limited liability company agreement (collectively, the Parent Organizational Documents), in each case, as amended through the date hereof. The Parent Organizational Documents are in full force and effect, and Parent is not in material violation of any of their provisions.

Section 4.2 Capital Stock and Indebtedness.

(a) The authorized capital stock of Parent consists of 100,000,000 shares of common stock, par value $0.001 per share (the Parent Common Stock) and 5,000,000 shares of preferred stock, par value $0.001 per share. As of June 21, 2018, (i) 39,689,871 shares of Parent Common Stock were issued and outstanding (not including shares held in treasury but including 366,144 shares subject to Parent Restricted Share Awards), (ii) 1,698,352 shares of Parent Common Stock were held in treasury, (iii) 627,130 shares of Parent Common Stock were issuable upon the exercise of outstanding Parent Options, which had a weighted average exercise price of $74.96, (iv) 68,563 shares of Parent Common Stock were subject to Parent RSU Awards with time-based vesting, (v) 235,319 shares of Parent Common Stock were subject to Parent PSU Awards (assuming achievement of the applicable performance goals at the maximum level) and (vi) no other shares of capital stock or other voting securities of Parent were issued, reserved for issuance or outstanding. All outstanding shares of Parent Common Stock are duly authorized, validly issued, fully paid and nonassessable and are free of preemptive rights.

(b) Except as set forth in this Section 4.2, as of the date of this Agreement, there are no outstanding subscriptions, options, warrants, calls, puts, convertible securities, exchangeable securities or other similar rights, agreements or commitments to which Parent or any of its Subsidiaries is a party (i) obligating Parent or any of its Subsidiaries to (A) issue, transfer, exchange, sell or register for sale any shares of capital stock or other equity interests of Parent or any Subsidiary of Parent or securities convertible into or exchangeable for such shares or equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, put, convertible securities, exchangeable securities or other similar right, agreement or commitment relating to the capital stock or other equity interest of Parent or any Subsidiary of Parent or (C) redeem or otherwise acquire any such shares of capital stock or other equity interests, or (ii) granting any preemptive or antidilutive or similar rights with respect to any security issued by Parent or its Subsidiaries. As of the date of this Agreement, neither Parent nor any of its Subsidiaries has outstanding any bonds, debentures, notes or other indebtedness, the holders of which have the right to vote (or which are convertible or exchangeable into or exercisable for securities having the right to vote) with the stockholders of Parent on any matter. As of the date of this Agreement there are no voting trusts or other agreements or understandings to which Parent or any of its Subsidiaries is a party with respect to the voting or registration of the capital stock or other equity interest of Parent or any of its Subsidiaries. Parent does not have in place, nor is it subject to, a stockholder rights plan, poison pill or similar plan or instrument that would prevent the Mergers.

(c) Except as would not be material to Parent and its Subsidiaries, taken as a whole, Parent or a Subsidiary of Parent owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity interests of each Subsidiary of Parent, and all of such shares of capital stock or other equity interests are duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights in favor of any Person other than Parent or a Subsidiary of Parent.

Section 4.3 Corporate Authority Relative to this Agreement; Consents and Approvals; No Violation.

(a) Each of Parent and each Merger Sub has the requisite corporate power or limited liability power, as applicable, and authority to execute and deliver this Agreement and, subject to the approval of the Parent Share Issuance by a majority of the votes cast by holders of outstanding shares of Parent Common Stock (the Parent Stockholder Approval), to consummate the transactions contemplated hereby, including the Mergers. The execution, delivery and performance by Parent and each Merger Sub of this Agreement and the consummation by each of them of the transactions contemplated hereby, including the Mergers, have been duly and validly authorized by the Parent Board and the Board of Directors of Merger Sub I and the managers of

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Merger Sub II and, except for the adoption of this Agreement by Parent, as the sole stockholder of Merger Sub I and as the sole member of Merger Sub II (which such adoption shall occur immediately following the execution of this Agreement), the Parent Stockholder Approval and the filing of the Initial Certificates of Merger and the Subsequent Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Delaware, no other corporate action or proceedings on the part of Parent or either Merger Sub, or other vote of Parent s stockholders, Merger Sub s sole shareholder or Merger Sub II s sole member, are necessary to authorize the execution and delivery by Parent and Merger Subs of this Agreement or the consummation of the transactions contemplated hereby, including the Mergers. (i) The Parent Board has (A) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Parent and its stockholders, (B) declared it advisable to enter into this Agreement (C) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (D) resolved to recommend that the holders of Parent Common Stock approve the Parent Share Issuance (the Parent Recommendation) and (E) directed that the Parent Share Issuance be submitted for consideration by Parent s stockholders at a meeting thereof, (ii) the Board of Directors of Merger Sub I has (A) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub I and its sole shareholder, (B) approved the Mergers, on the terms and subject to the conditions set forth in this Agreement, (C) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (D) resolved to recommend that the sole shareholder of Merger Sub I adopt this Agreement and (iii) the managers of Merger Sub II have (A) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub II and its sole member, (B) approved the Mergers, on the terms and subject to the conditions set forth in this Agreement, (C) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (D) resolved to recommend that the sole member of Merger Sub II adopt this Agreement. This Agreement has been duly and validly executed and delivered by Parent and Merger Subs and, assuming this Agreement constitutes the legal, valid and binding agreement of the Company, this Agreement constitutes the legal, valid and binding agreement of Parent and Merger Subs and is enforceable against Parent and Merger Subs in accordance with its terms, except as such enforcement may be subject to the Enforceability Exceptions.

(b) Other than in connection with or in compliance with the Transaction Approvals, no authorization, consent, order, license, permit or approval of, or registration, declaration, notice or filing with, any Governmental Entity is required to be made or obtained under applicable Law for the consummation by Parent or either Merger Sub of the transactions contemplated by this Agreement, except for such authorizations, consents, orders, licenses, permits, approvals, registrations, declarations, notices and filings that are not required to be made or obtained prior to the consummation of such transactions or that the failure to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) The execution and delivery by Parent and Merger Subs of this Agreement does not, and (assuming the Transaction Approvals are obtained) the consummation of the transactions contemplated hereby, and compliance with the provisions hereof will not, (i) require any consent or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, constitute a change of control or default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Lien (other than Parent Permitted Liens) upon any of the respective properties or assets of Parent, either Merger Sub or any of their Subsidiaries pursuant to, any Contract to which Parent, either Merger Sub or any their Subsidiaries is a party or by which they or any of their respective properties or assets is bound, except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, (ii) conflict with or result in any violation of any provision of the Parent Organizational Documents or (iii) conflict with or violate any applicable Laws except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.4 Reports and Financial Statements.

(a) Parent has timely filed or furnished all forms, documents and reports required to be filed or furnished by it with the SEC since January 1, 2015 (all such forms, documents and reports filed or furnished by Parent since such date, the Parent SEC Documents). As of their respective dates or, if amended, as of the date of the last such amendment (and, in the case of registration statements and proxy statements, on the dates of

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effectiveness and the dates of the relevant meetings, respectively), the Parent SEC Documents complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, and the applicable rules and regulations of the SEC promulgated thereunder, and none of the Parent SEC Documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of Parent s Subsidiaries is, or at any time since January 1, 2015 has been, required to file any forms, reports or other documents with the SEC. As of the date hereof, none of the Parent SEC Documents is the subject of ongoing SEC review. As of the date hereof, there are no inquiries or investigations by the SEC or any Governmental Entity or any internal investigations pending or, to the knowledge of Parent, threatened, in each case regarding any accounting practices or financial statements of Parent or any of its Subsidiaries.

(b) Since January 1, 2015, Parent has complied in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE.

(c) Since January 1, 2015, each of the principal executive officer and principal financial officer of Parent (or each former principal executive officer and principal financial officer of Parent, as applicable) have made all certifications required by Rule 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act and any related rules and regulations promulgated by the SEC and the NYSE.

(d) The consolidated financial statements (including all related notes and schedules) of Parent included in or incorporated by reference into the Parent SEC Documents (i) fairly present in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries, as of the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments that are not material and to any other adjustments described therein, including the notes thereto), (ii) were prepared in all material respects in conformity with GAAP (except, in the case of the unaudited statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto), and (iii) comply as to form in all material respects with the applicable accounting requirements under the Securities Act, the Exchange Act and the applicable rules and regulations of the SEC.

(e) Neither Parent nor any of its Subsidiaries is a party to, nor does it have any commitment to become a party to, any off-balance sheet joint venture, off-balance sheet partnership or any other off-balance sheet arrangements (as defined in Item 303(a) of Regulation S-K of the SEC), other than those that would be *de minimis* to the Parent and its Subsidiaries, taken as a whole.

(f) Since January 1, 2015, (i) none of Parent or any of its Subsidiaries has received any written material complaint, allegation, assertion or claim regarding the financial accounting, internal accounting controls or auditing practices, procedures, methodologies or methods of Parent or any of its Subsidiaries or any material complaint, allegation, assertion or claim from employees of Parent or any of its Subsidiaries regarding questionable financial accounting or auditing matters with respect to Parent or any of its Subsidiaries and (ii) no attorney representing Parent or any of its Subsidiaries, whether or not employed by Parent or any of its Subsidiaries, has reported credible evidence of any material violation of securities Laws, breach of fiduciary duty or similar material violation by Parent, any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Parent Board or any committee thereof, or to the General Counsel or Chief Executive Officer of Parent.

Section 4.5 Internal Controls and Procedures. Parent has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act. Parent s disclosure controls and procedures are designed to ensure that all information required to be disclosed by Parent in the

reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Parent s management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Parent s management has completed an assessment of the effectiveness of Parent s internal controls over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act for the fiscal year ended November 30, 2017, and such assessment concluded that such controls were effective.

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Based on its most recent evaluation of internal controls over financial reporting prior to the date hereof, management of Parent has disclosed to Parent s auditors and the audit committee of the Parent Board (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respect Parent s ability to report financial information and (ii) any fraud or allegations of fraud, whether or not material, that involves management or other employees who have a significant role in Parent s internal control over financial reporting, and each such deficiency, weakness and fraud so disclosed to auditors, if any, has been disclosed to Parent prior to the date hereof. Each of Parent and its Subsidiaries has substantially addressed any such deficiency, material weakness or fraud.

Section 4.6 No Undisclosed Liabilities. There are no Liabilities of Parent or any of its Subsidiaries of any nature whatsoever (whether accrued, absolute, determined, contingent or otherwise and whether due or to become due) that would be required by GAAP to be reflected on a consolidated balance sheet of Parent and its Subsidiaries for inclusion in a report required to be filed with the SEC, except for (i) Liabilities that are reflected or reserved against on the consolidated balance sheet of Parent and its Subsidiaries included in its Annual Report on Form 10-K for the annual period ended November 30, 2017 (including any notes thereto), (ii) Liabilities arising in connection with the transactions contemplated hereby or in connection with obligations under existing Contracts or applicable Law, (iii) Liabilities incurred in the ordinary course of business since November 30, 2017, (iv) Liabilities that have been discharged or paid in full in the ordinary course of business and (v) Liabilities that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.7 Compliance with Law; Permits.

(a) Parent and each of its Subsidiaries are, and since January 1, 2015 have been, in material compliance with all applicable Laws. Since January 1, 2015, neither Parent nor any of its Subsidiaries has received any written notice or, to Parent s knowledge, other communication from any Governmental Entity regarding any actual or alleged failure to comply with any Law in a material respect.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, Parent and its Subsidiaries hold all authorizations, licenses, permits, certificates, variances, exemptions, approvals, orders, registrations and clearances of any Governmental Entity necessary for Parent and its Subsidiaries to own, lease and operate their properties and assets, and to carry on and operate their businesses as currently conducted.

(c) To Parent s knowledge, none of Parent or its Subsidiaries, or any director, officer, employee or agent of Parent or any of its Subsidiaries, in each case, acting on behalf of Parent or any of its Subsidiaries, has in the past five years, directly or indirectly, (i) used any funds of Parent or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of Parent or any of its Subsidiaries; or (iii) violated or is in violation of applicable Bribery Legislation.

(d) To Parent s knowledge, none of Parent or any of its Subsidiaries, or any director, officer, employee or agent of Parent or any of its Subsidiaries, (i) is a Sanctioned Person; (ii) has in the past five years engaged in direct or indirect dealings with any Sanctioned Person or in any Sanctioned Country on behalf of Parent or any of its Subsidiaries, except pursuant to a license from the United States; or (iii) has in the past five years violated, or engaged in any conduct sanctionable under, any Sanctions Law.

(e) Notwithstanding anything contained in this Section 4.7, no representation or warranty shall be deemed to be made in this Section 4.7 in respect of the matters referenced any other section of this Article IV, including in respect of Tax or employee benefits matters.

Section 4.8 Employee Benefit Plans. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, neither the execution of this Agreement nor the completion of the transactions contemplated hereby (either alone or in conjunction with any other event) will result in (i) any compensation payment becoming due to any employee of Parent or any of its Subsidiaries,

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(ii) the acceleration of vesting or payment or provision of any other rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any employee of Parent or any of its Subsidiaries, or (iii) any increase to the compensation or benefits otherwise payable under any Parent Benefit Plan.

Section 4.9 Absence of Certain Changes or Events.

(a) Since January 1, 2018 through the date of this Agreement, the businesses of Parent and its Subsidiaries have been conducted in all material respects in the ordinary course of business.

(b) Since January 1, 2018, there has not been any fact, change, circumstance, event, occurrence, condition or development that would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.10 Litigation. As of the date hereof, except as would not reasonably be expected to be, individually or in the aggregate, material to Parent and its Subsidiaries, taken as a whole, (a) there is no Proceeding to which Parent or any of its Subsidiaries is a party pending or, to the knowledge of Parent, threatened and (b) neither Parent nor any of its Subsidiaries is subject to any outstanding Order.

Section 4.11 Parent and Merger Subs Information. The information supplied or to be supplied by Parent or either Merger Sub for inclusion in the Joint Proxy Statement/Prospectus and the Form S-4 will not, at the time the Joint Proxy Statement/Prospectus is first mailed to the Company s shareholders and Parent s stockholders, at the time of the Company Shareholders Meeting and the Parent Stockholders Meeting or at the time the Form S-4 (and any amendment or supplement thereto) is declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made by Parent or either Merger Sub with respect to statements made therein based on information supplied by the Company for inclusion or incorporation by reference therein.

Section 4.12 Tax Matters.

(a) Parent has not been a controlled corporation or a distributing corporation (in each case, within the meaning of Section 355(a)(1)(A) of the Code) in any distribution that was purported or intended to be governed by Section 355 of the Code occurring during the two-year period ending on the date hereof. None of Parent or any of its Subsidiaries has participated in any listed transaction within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(b) Neither Parent nor any of its Subsidiaries is aware of the existence of any fact, or has taken or agreed to take any action, that would reasonably be expected to prevent or impede the Initial Merger and the Subsequent Merger, taken together, from qualifying as a reorganization within the meaning of Section 368(a) of the Code (disregarding for this purpose the continuity of interest requirement set forth in Treasury Regulations Section 1.368-1(e)).

Section 4.13 Opinion of Financial Advisor. The Parent Board has received the opinion of Merrill Lynch, Pierce, Fenner & Smith Incorporated, dated the date of this Agreement, to the effect that, as of the date of such opinion and based upon and subject to the various assumptions and limitations set forth in such opinion, the Merger Consideration being paid by Parent in the Mergers, pursuant to this Agreement, is fair, from a financial point of view, to Parent.

Section 4.14 Finders or Brokers. Except for Merrill Lynch, Pierce, Fenner & Smith Incorporated, neither Parent nor any of Parent s Subsidiaries has employed any investment banker, broker or finder in connection with the transactions contemplated by this Agreement who would be entitled to any fee or any commission in connection with or upon consummation of the Mergers.

Section 4.15 Availability of Funds; Solvency.

(a) Parent will have at and as of the Closing Date sufficient available funds to consummate the Mergers and to make all payments required to be made in connection therewith, including payment of the aggregate Merger Consideration, any payments made in respect of equity compensation obligations to be paid in connection with the transactions contemplated hereby, the payment of any debt required to be repaid, redeemed, retired, cancelled, terminated or otherwise satisfied or discharged in connection with the Mergers (including all Indebtedness of the Company and its Subsidiaries required to be repaid, redeemed, retired, cancelled, terminated

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or otherwise satisfied or discharged in connection with the Mergers and the other transactions contemplated hereby) and all premiums and fees required to be paid in connection therewith and all other amounts to be paid pursuant to this Agreement and associated costs and expenses of the Mergers. As of the date of this Agreement, Parent has no reason to believe that the representations contained in the immediately preceding sentence will not be true at and as of the Closing Date. Notwithstanding anything in this Agreement to the contrary, in no event shall the receipt or availability of any funds or financing by or to Parent or any of its Affiliates or any other financing transaction be a condition to any of the obligations of Parent or either Merger Sub hereunder.

(b) Immediately after giving effect to the transactions contemplated by this Agreement (including any financing in connection with the transactions contemplated by this Agreement), (i) Parent and its Subsidiaries, taken as a whole, will not have incurred Indebtedness beyond their ability to pay such Indebtedness as it matures or becomes due, (ii) the then present fair saleable value of the assets of Parent and its Subsidiaries, taken as a whole, will exceed the amount that will be required to pay their probable Liabilities (including the probable amount of all contingent Liabilities) and Indebtedness as it becomes absolute or matured, (iii) the assets of Parent and its Subsidiaries, taken as a whole, at a fair valuation, will exceed their probable Liabilities (including the probable amount of all contingent Liabilities) and Indebtedness and (iv) Parent and its Subsidiaries, taken as a whole, will not have unreasonably small capital to carry on their businesses as presently conducted or as proposed to be conducted.

Section 4.16 Financing.

(a) Parent has received and accepted an executed and binding debt commitment letter dated as of the date hereof, a true, correct and complete copy of which has been delivered to the Company (the Debt Commitment Letter) from the Debt Financing Sources party thereto pursuant to which the Debt Financing Sources have agreed, subject to the terms and conditions thereof, to provide the debt amounts set forth therein. The financings referred to in the Debt Commitment Letter are collectively referred to in this Agreement as the Debt Financing .

(b) As of the date hereof, the obligations of the Debt Financing Sources to fund the Debt Financing under the Debt Commitment Letter are not subject to any conditions precedent or other contingencies, except as set forth in the Debt Commitment Letter and the Fee Letters described below. Except for a customary fee letter related to the Debt Financing, a true, correct and complete copy of which has been provided to the Company with only the amount of fees, pricing flex and other economic terms therein redacted (none of which (i) subject the funding of the Debt Financing to any additional conditions precedent or other contingencies or (ii) could reduce the total amount of the Debt Financing available to Parent or either Merger Sub on the Closing Date), and a customary fee credit letter related to the Debt Financing and a customary engagement letter related to the Debt Financing (neither of which (A) subject the funding of the Debt Financing to any additional conditions precedent or other contingencies or (B) could reduce the total amount of the Debt Financing available to Parent or either Merger Sub on the Closing Date) (collectively, such fee letter, fee credit letter and engagement letter, the Fee Letters), as of the date hereof, there are no side agreements or other arrangements, commitments or understandings with respect to the Debt Financing.

(c) As of the date hereof and assuming satisfaction or waiver (to the extent permitted by applicable Law) of the conditions to Parent s and each Merger Sub s obligations to consummate the Merger, Parent does not have any reason to believe that it will be unable to satisfy on a timely basis all terms and conditions to be satisfied by it in the Debt Commitment Letter on or prior to the Closing Date, nor does Parent have knowledge, as of the date of this Agreement, that any of the Debt Financing Sources will not, or is expected not to, perform its obligations thereunder.

(d) As of the date hereof, the Debt Commitment Letter is a legal, valid and binding obligation of Parent and, to the knowledge of Parent, of the other parties thereto. Parent has paid in full any and all commitment fees or other fees required to be paid pursuant to the terms of the Debt Commitment Letter on or before the date of this Agreement and will pay in full any such amounts due on or before the Closing Date.

(e) For the avoidance of doubt, in no event shall the receipt or availability of any funds or financing (including, for the avoidance of doubt, the Debt Financing) by Parent or any Affiliate thereof or any other financing or other transactions be a condition to any of Parent s or either Merger Sub s obligations hereunder.

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Section 4.17 Merger Subs. Each Merger Sub is a wholly owned subsidiary of Parent. As at the date of this Agreement, the authorized capital stock of Merger Sub I consists of 1,000 common shares, par value $0.0001 per share, all of which are validly issued and outstanding. Parent is the sole member of Merger Sub II and the membership interests in Merger Sub II have been validly issued. All of the issued and outstanding capital stock of Merger Sub I is, and at the Effective Time will be, owned by Parent or a direct or indirect wholly owned Subsidiary of Parent and all of the issued and outstanding membership interests of Merger Sub II is, and at the effective time of the Subsequent Merger will be, owned by Parent or a direct or indirect wholly owned Subsidiary of Parent. There is no outstanding option, warrant, right or any other agreement pursuant to which any Person other than Parent may acquire any equity securities of Merger Sub I or Merger Sub II. Since its date of incorporation, Merger Sub I has not, and prior to the Effective Time will not have, carried on any business or conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto and has, and prior to the Effective Time will have, no assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Mergers and the other transactions contemplated by this Agreement. Since its date of formation, Merger Sub II has not, and prior to the effective time of the Subsequent Merger will not have, carried on any business or conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto and has, and prior to the effective time of the Subsequent Merger will have, no assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Mergers and the other transactions contemplated by this Agreement. Merger Sub II is, and at the effective time of the Subsequent Merger will be, treated as a disregarded entity of Parent for U.S. federal income tax purposes.

Section 4.18 Ownership of Company Common Shares. Neither Parent nor any of its Affiliates or Subsidiaries beneficially owns any Company Common Shares or is, or has been at any time during the period commencing three years prior to the date hereof through the date hereof, an interested shareholder of the Company, as such term is defined in Section 1704.01 of the Ohio Revised Code.

Section 4.19 State Takeover Statutes. No Takeover Statute is applicable to this Agreement, the Mergers or any of the other transactions contemplated by this Agreement. The Parent Board has taken all actions necessary to render all potentially applicable Takeover Statutes inapplicable to this Agreement, the Mergers and the other transactions contemplated by this Agreement.

Section 4.20 No Other Representations and Warranties; Investigation.

(a) Except for the representations and warranties expressly set forth in this Article IV (as qualified by the Parent Disclosure Schedule), none of Parent, either Merger Sub, any of their respective Affiliates or any other Person on behalf of Parent or either Merger Sub makes any express or implied representation or warranty (and there is and has been no reliance by the Company or any of its Representatives on any such representation or warranty) with respect to Parent, either Merger Sub, their Subsidiaries or their and their Subsidiaries respective businesses or with respect to any other information provided, or made available, to the Company or its Affiliates or Representatives in connection with the transactions contemplated hereby, including the accuracy or completeness thereof. Without limiting the foregoing, except for any remedies available under this Agreement with respect to the representations and warranties expressly set forth in this Article IV (as qualified by the Parent Disclosure Schedule), none of Parent, either Merger Sub or any other Person will have or be subject to any liability or other obligation to the Company or its Affiliates or Representatives or any other Person resulting from the Company s or its Affiliates or Representatives use of any information, documents, projections, forecasts or other material made available to the Company or its Affiliates or Representatives, including any information made available in the electronic data room maintained by Parent for purposes of the transactions contemplated by this Agreement, teasers, marketing materials, consulting reports or materials, confidential information memoranda, management presentations, functional break-out discussions, responses to questions submitted on behalf of the Company or its Representatives or in any other form in connection

with the transactions contemplated by this Agreement.

(b) Each of Parent and each Merger Sub has conducted its own independent review and analysis of the business, operations, assets, Contracts, Intellectual Property, real estate, technology, liabilities, results of operations, financial condition and prospects of the Company and its Subsidiaries, and each of them acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, Contracts and other assets of the Company and its Subsidiaries that it and its Representatives have

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requested to review and that it and its Representatives have had the opportunity to meet with the management of the Company and to discuss the business and assets of the Company and its Subsidiaries. Each of Parent and each Merger Sub acknowledges that neither the Company nor any Person on behalf of the Company makes, and neither Parent nor either Merger Sub has relied upon, any express or implied representation or warranty with respect to the Company or any of its Subsidiaries or with respect to any other information provided to Parent or either Merger Sub in connection with the transactions contemplated by this Agreement including the accuracy, completeness or currency thereof other than the representations and warranties contained in Article III (as qualified by the Company Disclosure Schedule). Without limiting the foregoing, except for any remedies available under this Agreement with respect to the representations and warranties expressly set forth in Article III (as qualified by the Company Disclosure Schedule) or in the event of fraud, each of Parent and each Merger Sub acknowledges and agrees that, neither the Company nor any other Person will have or be subject to any liability or other obligation to Parent, either Merger Sub or their Affiliates of Representatives or any other Person resulting from Parent s, either Merger Sub s or their Affiliates or Representatives use of any information, documents, projections, forecasts or other material made available to Parent, either Merger Sub or their Affiliates or Representatives, including any information made available in the electronic data room maintained by or on behalf of the Company or its Representatives for purposes of the transactions contemplated by this Agreement, teasers, marketing materials, consulting reports or materials, confidential information memoranda, management presentations, functional break-out discussions, responses to questions submitted on behalf of Parent, either Merger Sub or their respective Representatives or in any other form in connection with the transactions contemplated by this Agreement.

ARTICLE V.

COVENANTS AND AGREEMENTS

Section 5.1 Conduct of the Company s Business.

(a) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, except (i) as may be required by applicable Law, (ii) with the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by this Agreement or (iv) as set forth in Section 5.1(a) of the Company Disclosure Schedule, subject to compliance with the restrictions in Section 5.1(b), the Company shall and shall cause each of its Subsidiaries to (A) conduct its business in the ordinary course and materially consistent with past practice and (B) use commercially reasonable efforts to maintain and preserve intact its business organization.

(b) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, except (i) as may be required by applicable Law, (ii) with the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by this Agreement or (iv) as set forth in Section 5.1(b) of the Company Disclosure Schedule, the Company shall not, and shall not permit any of its Subsidiaries to:

(A) amend the Company Organizational Documents or otherwise take any action to exempt any Person from any provision of the Company Organizational Documents;

(B) split, combine or reclassify any capital stock, voting securities or other equity interests of the Company;

(C) make, declare or pay any dividend, or make any other distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock, or any other securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) into or exchangeable for any shares of its capital stock, except for (1) any such transactions solely among the Company and

its wholly owned Subsidiaries or among the Company s wholly owned Subsidiaries, (2) the acceptance of Company Common Shares as payment for the exercise price of Company Options or (3) the acceptance of Company Common Shares, or withholding of Company Common Shares otherwise deliverable, to satisfy withholding Taxes incurred in connection with the exercise, vesting and/or settlement of Company Equity Awards; provided, that the Company may make, declare and pay quarterly cash dividends (and, with respect to the Company Equity Awards, as and if applicable, dividends

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or dividend equivalents) in an amount per share not in excess of $0.11 per quarter and with record dates consistent with the record dates customarily used by the Company for the payment of quarterly cash dividends, including with respect to the quarter in which the Effective Time occurs unless the Effective Time precedes the record date for such quarter;

(D) grant any Company Equity Awards or other equity-based awards or interests, or grant any individual, corporation or other entity any right to acquire any shares of its capital stock;

(E) (1) issue, sell or otherwise permit to become outstanding any additional shares of its capital stock or securities convertible or exchangeable into, or exercisable for, any shares of its capital stock or any options, warrants, or other rights of any kind to acquire any shares of its capital stock, except pursuant to the exercise, vesting and/or settlement of Company Equity Awards outstanding as of the date hereof, or granted after the date hereof consistent with the terms of this Agreement, in each case in accordance with their terms, or (2) enter into any agreement, understanding or arrangement with respect to the sale or voting of its capital stock or equity interests;

(F) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or other reorganization, other than the Mergers and other than any mergers, consolidations or reorganizations solely among the Company and its Subsidiaries or among the Company s Subsidiaries;

(G) incur, assume, endorse, guarantee or otherwise become liable for or modify in any material respect the terms of any Indebtedness for borrowed money or issue or sell any debt securities or any rights to acquire any debt securities, except for (1) any indebtedness for borrowed money among the Company and its Subsidiaries or among Subsidiaries of the Company, (2) guarantees by the Company of Indebtedness for borrowed money of Subsidiaries of the Company or guarantees by Subsidiaries of the Company of Indebtedness for borrowed money of the Company or any of its Subsidiaries, which Indebtedness is incurred in compliance with this clause (G) or is outstanding on the date hereof, (3) Indebtedness for commercial paper or Indebtedness incurred pursuant to agreements entered into by the Company or any Subsidiary of the Company in effect prior to the execution of this Agreement, and (4) additional Indebtedness for borrowed money incurred by the Company or any of its Subsidiaries not to exceed $10,000,000 in aggregate principal amount outstanding, in the case of each of clauses (2) and (3), in the ordinary course of business and consistent with past practice;

(H) other than in accordance with contracts or agreements in effect on the date hereof, sell, transfer, mortgage, encumber or otherwise dispose of any of its properties or assets having a value in excess of $2,000,000 individually or $5,000,000 in the aggregate to any Person (other than to the Company or a wholly owned Subsidiary of the Company and other than (1) sales of inventory, (2) sales of rental equipment in the ordinary course or obsolete or worthless equipment, or (3) commodity, purchase, sale or hedging agreements that can be terminated upon 90 days or less notice without penalty (which term shall not be construed to include customary settlement costs), and power contracts, in each case in the ordinary course of business);

(I) acquire any assets (other than acquisitions of assets in the ordinary course of business or transactions of a type described in any other subsection of this Section 5.1(b) that are not prohibited by such subsection) or any other Person or business of any other Person (whether by merger or consolidation, acquisition of stock or assets or by formation of a joint venture or otherwise) or make any investment in any Person, in each case other than a wholly owned Subsidiary of the Company (or any assets thereof), either by purchase of stock or securities, contributions to capital, property transfers or purchase of property or assets of any Person other than a wholly owned Subsidiary of the Company, if such acquisition or investment is in excess of $2,000,000 individually or $5,000,000 in the aggregate;

(J) except as required by any Collective Bargaining Agreement or Company Benefit Plan, (1) establish, adopt, materially amend or terminate any material Company Benefit Plan or create or enter into any plan, agreement,

program, policy, trust, fund or other arrangement that would be a material Company Benefit Plan if it were in existence as of the date of this Agreement, except for adoptions, amendments or terminations in the ordinary course of business that do not materially increase costs, (2) increase in any manner the compensation (including severance, change-in-control and retention compensation) or benefits of any current or former employees of the Company or its Subsidiaries, except for increases in the ordinary course of business consistent with past practice, (3) pay or award, or commit to

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pay or award, any bonuses or incentive compensation, other than in the ordinary course of business consistent with past practice, (4) accelerate any rights or benefits under any Company Benefit Plan, or (5) accelerate the time of vesting or payment of any award under any Company Benefit Plan;

(K) accelerate, terminate or cancel, or waive, release or assign any material term of, or right, obligation or claim under, any Company Material Contract (other than expiration of any such Company Material Contract in accordance with its term) or amend or modify any Company Material Contract in a manner that is materially adverse to the Company or any of its Subsidiaries, in each case other than in the ordinary course;

(L) enter into (1) any Company Lease requiring an annual payment in excess of $2,000,000 or (2) any procurement Contract with continuing obligations for the Company or any of its Subsidiaries which extend more than 12 months from the date of such Contract that is expected to involve amounts to be paid by or obligations of, the Company or any of its Subsidiaries in excess of $2,000,000 in any 12 month period (except, in the case of this clause (2), for agreements of a type described in any other subsection of this Section 5.1(b) that are not prohibited by such subsection);

(M) make any material loans or advances, except for operating leases and extensions of credit terms to customers in the ordinary course of business;

(N) other than in the ordinary course of business, (1) amend any material Tax Return, (2) make, change or revoke any material Tax election, (3) settle or compromise any material Tax claim or assessment by any Governmental Entity for an amount that exceeds (other than by a *de minimis* amount) the amount reserved, in accordance with GAAP, on the consolidated balance sheet of the Company and its Subsidiaries included in its Annual Report on Form 10-K for the annual period ended December 31, 2017 (4) surrender or waive any right to claim a material Tax refund or (5) consent to any extension or waiver of the statute of limitations period applicable to any material Tax claim or assessment;

(O) other than in the ordinary course of business, settle, compromise or otherwise resolve any Proceedings (excluding any audit, claim or other proceeding in respect of Taxes) in a manner resulting in liability for, or restrictions on the conduct of business by, the Company or any of its Subsidiaries, other than settlements of, compromises for or resolutions of any Proceedings (1) funded, subject to payment of a deductible, by insurance coverage maintained by the Company or any of its Subsidiaries or (2) for payment of less than $2,500,000 (after taking into account insurance coverage maintained by the Company or any of its Subsidiaries) in the aggregate beyond the amounts reserved on the consolidated financial statements of the Company;

(P) make or commit to make capital expenditures exceeding $2,000,000 individually, other than capital expenditures contemplated in the Company s capital expenditure budget for the fiscal year ending December 31, 2018, as disclosed to Parent prior to the date hereof; provided, that, in the event the Effective Time has not occurred prior to January 1, 2019, the Company may establish a capital expenditure budget for the fiscal year ending December 31, 2019 in an amount no greater than 110% in the aggregate of the capital expenditure budget for the fiscal year ending December 31, 2018, and also make or commit to make capital expenditures in accordance with such budget;

(Q) implement or adopt any material change in its tax or financial accounting principles or methods, other than as may be required by GAAP or applicable Law; or

(R) agree to take, or make any commitment to take, any of the foregoing actions that are prohibited pursuant to this Section 5.1(b).

(c) If, during the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, the Company or any of its Subsidiaries enters into a Specified Contract, the Company shall notify Parent reasonably promptly after the date thereof, but in any event no later than three (3) Business Days thereafter.

Section 5.2 Conduct of Parent s Business.

(a) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, except (i) as may be required by applicable Law, (ii) with the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed), (iii) as

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contemplated or required by this Agreement or as set forth in or otherwise contemplated by the Debt Commitment Letter, or in connection with the Debt Financing or any amendments, modifications or replacements thereof, or (iv) as set forth in Section 5.2(a) of the Parent Disclosure Schedule, subject to compliance with the restrictions in Section 5.2(b), each of Parent and each Merger Sub shall, and shall cause each of its Subsidiaries to, (A) conduct its business in the ordinary course and materially consistent with past practice and (B) use commercially reasonable efforts to maintain and preserve intact its business organization.

(b) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, except (i) as may be required by applicable Law, (ii) with the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed), (iii) as contemplated or required by this Agreement, (iv) as set forth in Section 5.2(b)(i) of the Parent Disclosure Schedule or (v) in connection with a change in control of Parent, each of Parent and each Merger Sub shall not, and shall not permit any of its Subsidiaries to take those actions set forth on Section 5.2(b)(ii) of the Parent Disclosure Schedule.

(c) During the period from the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time, Parent shall not, and shall not permit any of its Subsidiaries to, acquire or agree to acquire by merging or consolidating with, or by purchasing a material portion of the assets of or equity in, any Person (a Specified Acquisition) if the entering into of a definitive agreement relating to or the consummation of such a Specified Acquisition as applicable, could reasonably be expected to (i) prevent, materially delay or materially impede the obtaining of, or adversely affect in any material respect the ability of Parent to procure, any authorizations, consents, orders, declarations or approvals of any Governmental Entity or the expiration or termination of any applicable waiting period necessary to consummate the transactions contemplated hereby or (ii) materially increase the risk of any Governmental Entity entering an order, ruling, judgment or injunction prohibiting the consummation of the transactions contemplated hereby or (iii) take any action that is intended to or would reasonably be expected to adversely affect or materially delay the ability of Parent to consummate the transactions contemplated hereby.

Section 5.3 Access.

(a) For purposes of furthering the transactions contemplated hereby, the Company shall afford Parent and its Representatives reasonable access during normal business hours upon reasonable advance notice to the Company, throughout the period from the date hereof until the earlier of the termination of this Agreement and the Effective Time, to its and its Subsidiaries personnel, properties, contracts, commitments, books and records and such other information concerning its business, properties and personnel as Parent may reasonably request. Notwithstanding anything to the contrary contained in this Section 5.3(a), any document, correspondence or information or other access provided pursuant to this Section 5.3(a) may be redacted or otherwise limited to the extent required to prevent disclosure of information concerning the valuation of the Company, Parent and the Mergers or other similarly confidential or competitively sensitive information. All access pursuant to this Section 5.3(a) shall be (i) conducted in such a manner as not to interfere unreasonably with the normal operations of the Company or any of its Subsidiaries and (ii) coordinated through the General Counsel of the Company or a designee thereof.

(b) In the event of (i) an occurrence which would make it reasonably likely that any of the conditions set forth in Section 6.2(a), Section 6.2(b) or Section 6.2(c) would not be met or (ii) the Company Board determining in good faith that it could be entitled to make a Company Adverse Recommendation Change pursuant to Section 5.4(e) or Section 5.4(f) or cause the Company to terminate this Agreement in accordance with Section 7.1(i), and the Company Board needs such information from the Parent to make such determination, at the Company s request, Representatives of Parent will meet with Representatives of the Company and provide the Company with information reasonably requested in connection with the foregoing.

(c) Notwithstanding anything to the contrary contained in this Section 5.3, neither the Company nor Parent, as applicable, nor any of its Subsidiaries shall be required to provide any access, or make available any document, correspondence or information, if doing so would, in the judgment of its legal counsel, (i) jeopardize the attorney-client privilege of the Company or Parent, as applicable, or any of its Subsidiaries or (ii) conflict with any (A) Law applicable to the Company or any of its Subsidiaries or the assets, or operation of the business, of the Company or Parent, as applicable, or any of its Subsidiaries or (B) Contract to which the Company or Parent, as applicable, or any of its Subsidiaries is a party or by which any of their assets or

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properties are bound; provided, that in such instances the party withholding access shall inform the other party of the general nature of the information being withheld and, upon the other party s request, reasonably cooperate with the other party to provide such information, in whole or in part, in a manner that would not result in any of the outcomes described in the foregoing clauses (i) and (ii).

(d) The parties hereto hereby agree that all information provided to them or their respective Representatives in connection with this Agreement and the consummation of the transactions contemplated hereby shall be governed in accordance with the Confidentiality and Non-Disclosure Agreement, dated as of March 19, 2018, between the Company and Concentrix Corporation (the Confidentiality Agreement), which shall continue in full force and effect in accordance with its terms.

Section 5.4 No Solicitation by the Company.

(a) Except as permitted by this Section 5.4, the Company shall not, and shall cause each of its Subsidiaries and its and their respective officers and directors, and shall instruct each of its other Representatives not to, directly or indirectly, (A) solicit, initiate, or knowingly encourage or facilitate any proposal or offer or any inquiries regarding the making of any proposal or offer, including any proposal or offer to its shareholders, that constitutes, or would reasonably be expected to lead to, a Company Takeover Proposal, (B) engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other Person any information in connection with or for the purpose of encouraging or facilitating, any inquiry, proposal or offer that constitutes, or would reasonably be expected to lead to, a Company Takeover Proposal (other than, in response to an unsolicited inquiry, to ascertain facts from the Person making such Company Takeover Proposal for the sole purpose of clarifying the terms and conditions thereof so as to determine whether such Company Takeover Proposal constitutes, or would reasonably be expected to lead to, a Company Superior Proposal and to refer the inquiring Person to this Section 5.4 and to limit its conversation or other communication exclusively to such referral and such clarifying of terms as provided herein) or (C) approve, recommend or enter into, or propose to approve, recommend or enter into, any letter of intent or similar document, agreement, commitment, or agreement in principle with respect to a Company Takeover Proposal.

(b) The Company shall, and shall cause each of its Subsidiaries and direct its and their Representatives to, immediately cease and cause to be terminated any discussions or negotiations with any Persons (other than Parent and Merger Subs) that may be ongoing with respect to a Company Takeover Proposal and shall use commercially reasonable efforts to cause any such person in possession of non-public information in respect of the Company or its Subsidiaries that was furnished by or on behalf of the Company and its Subsidiaries in connection with such Company Takeover Proposal to return or destroy (and confirm such destruction of) all such information. The Company shall not release any third party from, or waive, amend or modify any provision of, or grant permission under, any standstill or confidentiality provision with respect to a Company Takeover Proposal or similar matter in any agreement to which the Company is a party; provided, that if the Company Board determines in good faith, after consultation with its outside legal counsel that the failure to take such action would be inconsistent with the directors fiduciary duties under applicable Law, the Company may waive any such standstill provision solely to the extent necessary to permit a third party to make a Company Takeover Proposal.

(c) Notwithstanding anything to the contrary contained in this Agreement, if at any time after the date of this Agreement and prior to obtaining the Company Shareholder Approval, the Company receives a *bona fide* unsolicited written Company Takeover Proposal from any Person that did not result from a breach of this Section 5.4, and if the Company Board determines in good faith, after consultation with its independent financial advisors and outside legal counsel, that such Company Takeover Proposal constitutes or could reasonably be expected to lead to a Company Superior Proposal, then the Company and its Representatives may (i) furnish, pursuant to an Acceptable Confidentiality Agreement, information (including non-public information) with respect to the Company and its Subsidiaries to the Person that has made such Company Takeover Proposal and its Representatives (provided, that the

Company shall, substantially concurrently with the delivery to such Person, provide to Parent any non-public information concerning the Company or any of its Subsidiaries that is provided or made available to such Person or its Representatives unless such non-public information has been previously provided to Parent) and (ii) engage in or otherwise participate in discussions or negotiations with the Person making such Company Takeover Proposal and its Representatives regarding such Company Takeover Proposal. The Company shall promptly (and in any event within 24 hours) notify Parent in writing if the Company takes any of the actions in clauses (i) and (ii) above.

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(d) The Company shall promptly (and in no event later than 24 hours after receipt) notify Parent in writing in the event that the Company or any of its Representatives receives a Company Takeover Proposal or any offer, proposal, inquiry or request for information or discussions relating to the Company or its Subsidiaries that would be reasonably likely to lead to or that contemplates a Company Takeover Proposal, including the identity of the Person making the Company Takeover Proposal or offer, proposal, inquiry or request and the material terms and conditions thereof. The Company shall keep Parent reasonably informed, on a reasonably current basis (but in no event more often than once every 24 hours), as to the status of (including any material developments) such Company Takeover Proposal, offer, proposal, inquiry or request.

(e) Except as permitted by this Section 5.4, neither the Company Board nor any committee thereof shall (i) (A) change, qualify, withhold, withdraw or modify, or authorize or resolve to or publicly propose or announce its intention to change, qualify, withhold, withdraw or modify, in each case in any manner adverse to Parent, or fail to include in the Joint Proxy Statement/Prospectus, the Company Recommendation, (B) approve or recommend to the shareholders of the Company, or resolve to or publicly propose or announce its intention to approve or recommend to the shareholders of the Company, a Company Takeover Proposal, (C) fail to recommend against acceptance of any Company Takeover Proposal that is structured as a tender offer or exchange offer for Company Common Shares within ten Business Days after commencement of such offer, (D) fail to reaffirm the Company Recommendation within ten Business Days after a request therefor by Parent following the date any written Company Takeover Proposal (or any material written modification thereto) is first publicly disclosed by the Company or the Person making the written Company Takeover Proposal (provided that Parent may not make such a request more than once for each Company Takeover Proposal or material modification thereto) or (E) agree or publicly propose to do any of the foregoing (any action described in this clause (i) being referred to as a Company Adverse Recommendation Change) or (ii) authorize, cause or permit the Company or any of its Subsidiaries to enter into any letter of intent, memorandum of understanding, agreement (including an acquisition agreement, merger agreement, joint venture agreement or other agreement), commitment or agreement in principle with respect to any Company Takeover Proposal (other than an Acceptable Confidentiality Agreement entered into in accordance with Section 5.4(c)) (a Company Acquisition Agreement). Notwithstanding anything to the contrary set forth in this Agreement, at any time after the date of this Agreement and prior to the time the Company Shareholder Approval is obtained, the Company Board may make a Company Adverse Recommendation Change if, prior to taking such action, the Company Board has determined in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with the Company Board s fiduciary duties under applicable Law; provided, that prior to making such Company Adverse Recommendation Change, (I) the Company has given Parent at least two Business Days prior written notice of its intention to take such action specifying, in reasonable detail, the reasons therefor, and (II) upon the end of such notice period, the Company Board shall have considered in good faith any revisions to the terms of this Agreement proposed in writing by Parent, and shall have determined, after consultation with independent financial advisors and outside legal counsel, that the failure to make a Company Adverse Recommendation Change would reasonably be expected to continue to be inconsistent with the Company Board s fiduciary duties under applicable Law.

(f) Notwithstanding the foregoing, at any time after the date of this Agreement and prior to the time the Company Shareholder Approval is obtained, if the Company Board has determined in good faith, after consultation with independent financial advisors and outside legal counsel, that a written Company Takeover Proposal made after the date hereof constitutes a Company Superior Proposal, the Company Board may, subject to compliance with this Section 5.4(f), (i) make a Company Adverse Recommendation Change or (ii) cause the Company to terminate this Agreement in accordance with Section 7.1(i) in order to enter into a definitive agreement relating to such Company Superior Proposal subject to paying the Company Termination Fee in accordance with Section 7.3; provided, that prior to so making a Company Adverse Recommendation Change or terminating this Agreement, (A) the Company has given Parent at least four Business Days prior written notice of its intention to take such action, including the material terms and conditions of, and the identity of the Person making, any such Company Superior Proposal and has

contemporaneously provided to Parent a copy of the Company Superior Proposal and a copy of any proposed Company Acquisition Agreements (which version shall be updated, as applicable, promptly), (B) at the end of such notice period, the Company Board shall have considered in good faith any revisions to the terms of this Agreement proposed in writing by Parent, and shall have determined, after consultation with its independent financial advisors and outside legal counsel, that the Company Superior Proposal would nevertheless continue to constitute a Company Superior Proposal if the

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revisions proposed by Parent were to be given effect, and (C) in the event of any change to any of the financial terms (including the form, amount and timing of payment of consideration) or any other material terms of such Company Superior Proposal, the Company shall, in each case, have delivered to Parent an additional notice consistent with that described in clause (A) above of this proviso and a new notice period of two Business Days shall commence during which time the Company shall be required to comply with the requirements of this Section 5.4(f) anew with respect to such additional notice, including clauses (A) through (C) above of this proviso.

(g) Nothing contained in this Section 5.4 shall prohibit the Company or the Company Board from (i) taking and disclosing to the shareholders of the Company a position contemplated by Rule 14e-2(a) or Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act (it being understood that such action may constitute a Company Adverse Recommendation Change for purposes of Section 5.4(f) and Section 7.1(h) if it otherwise satisfies the definition thereof) or (ii) from making any stop, look and listen communication to the shareholders of the Company pursuant to Rule 14d-9(f) under the Exchange Act.

Section 5.5 Filings; Other Actions.

(a) As promptly as reasonably practicable following the date of this Agreement, (i) the Company and Parent shall jointly prepare and each shall file with the SEC the preliminary Joint Proxy Statement/Prospectus and (ii) Parent shall prepare and file with the SEC the Form S-4 with respect to the shares of Parent Common Stock issuable in the Initial Merger, which shall include the Joint Proxy Statement/Prospectus with respect to the Company Shareholders Meeting and Parent Stockholders Meeting. Each of the Company and Parent shall use its reasonable best efforts to (A) have the Form S-4 declared effective under the Securities Act as promptly as practicable after such filing, (B) ensure that the Form S-4 complies in all material respects with the applicable provisions of the Exchange Act and Securities Act, and (C) keep the Form S-4 effective for so long as necessary to complete the Mergers. Each of the Company and Parent shall furnish all information concerning itself, its Affiliates and the holders of its shares to the other and provide such other assistance as may be reasonably requested in connection with the preparation, filing and distribution of the Joint Proxy Statement/Prospectus and the Form S-4. Each of the Company and Parent shall provide the other party with a reasonable period of time to review the Joint Proxy Statement/Prospectus and any amendments thereto prior to filing and shall reasonably consider any comments from the other party. Each of the Company and Parent shall respond promptly to any comments from the SEC or the staff of the SEC. Each of the Company and Parent shall notify the other party promptly of the receipt of any comments (whether written or oral) from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Joint Proxy Statement/Prospectus or Form S-4 or for additional information and shall supply the other party with copies of all correspondence between it and any of its Representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Joint Proxy Statement/Prospectus or Form S-4 or the transactions contemplated by this Agreement within 48 hours of the receipt thereof. The Joint Proxy Statement/Prospectus and Form S-4 shall comply as to form in all material respects with the applicable requirements of the Exchange Act and Securities Act. If at any time prior to the Company Shareholders Meeting or Parent Stockholders Meeting (or any adjournment or postponement of the Company Shareholders Meeting or Parent Stockholders Meeting) any information relating to Parent or the Company, or any of their respective Affiliates, officers or directors, is discovered by Parent or the Company that should be set forth in an amendment or supplement to the Joint Proxy Statement/Prospectus and Form S-4, so that the Joint Proxy Statement/Prospectus and Form S-4 would not include a misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and an appropriate amendment or supplement describing such information shall be promptly filed by the Company and/or Parent with the SEC and, to the extent required by applicable Law, disseminated to the shareholders of the Company and the stockholders of Parent. The Company shall cause the Joint Proxy Statement/Prospectus and Form S-4 to be mailed to the Company s shareholders, and Parent shall cause the Joint Proxy Statement/Prospectus and Form S-4 to be mailed to Parent s stockholders, as promptly as reasonably practicable after the Form S-4 is declared effective under

the Securities Act (such date, the Clearance Date).

(b) Subject to Section 5.4(f) and Section 5.5(c), the Company shall take all action necessary in accordance with applicable Law and the Company Organizational Documents to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of the Joint Proxy

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Statement/Prospectus for the purpose of obtaining the Company Shareholder Approval (the Company Shareholders Meeting) as soon as reasonably practicable following the Clearance Date. Unless the Company shall have made a Company Adverse Recommendation Change in compliance with Section 5.4(f), the Company shall include the Company Recommendation in the Joint Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Company Shareholder Approval at the Company Shareholders Meeting (including by soliciting proxies in favor of the adoption of this Agreement) as soon as reasonably practicable.

(c) The Company shall cooperate with and keep Parent informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Joint Proxy Statement/Prospectus to its shareholders. The Company may adjourn or postpone the Company Shareholders Meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Company Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Company Shareholders Meeting is originally scheduled (as set forth in the Joint Proxy Statement/Prospectus) there are insufficient Company Common Shares represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Shareholders Meeting, (iii) if the Company reasonably determines in good faith that the Company Shareholder Approval is unlikely to be obtained or (iv) with the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), the adoption of this Agreement shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by the Company s shareholders in connection with the adoption of this Agreement) that the Company shall propose to be acted on by the shareholders of the Company at the Company Shareholders Meeting.

(d) Subject to Section 5.5(e), Parent shall take all action necessary in accordance with applicable Law and the Parent Organizational Documents to set a record date for, duly give notice of, convene and hold a meeting of its stockholders following the mailing of the Joint Proxy Statement/Prospectus for the purpose of obtaining the Parent Stockholder Approval (the Parent Stockholders Meeting) as soon as reasonably practicable following the Clearance Date. Parent shall include the Parent Recommendation in the Joint Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Parent Stockholder Approval at the Parent Stockholders Meeting (including by soliciting proxies in favor of the adoption of this Agreement) as soon as reasonably practicable.

(e) Parent shall cooperate with and keep the Company informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Joint Proxy Statement/Prospectus to its stockholders. Parent may adjourn or postpone the Parent Stockholders Meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Parent Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Parent Stockholders Meeting is originally scheduled (as set forth in the Joint Proxy Statement/Prospectus) there are insufficient shares of Parent Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Parent Stockholders Meeting, (iii) if Parent reasonably determines in good faith that the Parent Stockholder Approval is unlikely to be obtained or (iv) with the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed), the approval of the Parent Share Issuance shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by Parent s stockholders in connection with the adoption of this Agreement) that Parent shall propose to be acted on by the stockholders of Parent at the Parent Stockholders Meeting.

Section 5.6 Employee Matters.

(a) Effective as of the Effective Time and during the one-year period immediately following the Effective Time, Parent shall provide, or shall cause the Surviving Company to provide, to each employee of the Company or its Subsidiaries who was an employee immediately prior to the Effective Time and who continues to be employed by Parent or the Surviving Company or any of their respective Subsidiaries following the Effective Time (collectively, the Company Employees) base compensation and cash incentive compensation opportunities that, in each case, are no less favorable than the base compensation and cash incentive compensation opportunities that were provided to the Company Employee immediately before the Effective Time (it being understood that in the case of cash incentive compensation opportunity, the underlying performance

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metrics need not be no less favorable than, or use the same type of metric as, those provided immediately before the Effective Time, so long as they are of substantially comparable achievability as determined in reasonable good faith by Parent as those provided immediately before the Effective Time).

(b) Effective as of the Effective Time and during the eight-month period immediately following the Effective Time, Parent shall provide, or shall cause the Surviving Company to provide, to each Company Employee employee benefits that are, in the aggregate, no less favorable than the employee benefits that were provided to the Company Employee immediately before the Effective Time; provided, however, that nothing included in this Section 5.6(b) shall prevent Parent from making modifications to the employee benefits offered to its U.S. employees, including the Company Employees, at Parent s next open enrollment, which will be effective for the policy year starting on July 1, 2019. Parent shall provide, or shall cause the Surviving Company to provide, to each Company Employee whose employment is involuntarily terminated by the Company during the two-year period following the Effective Time, the severance benefits, if any, that would have been provided to the Company Employee under the Company s severance arrangements in effect immediately prior to the Effective Time.

(c) Each Company Employee who immediately prior to the Effective Time is then participating in the Company s Annual Incentive Plans (AIP) (including the 2018 AIP adopted by resolution of the Compensation and Benefits Committee of the Board) or other non-sales bonus plans for Company Employees at the level of director and above (collectively, the Bonus Plans) will be entitled to receive an annual bonus payment in respect of fiscal year 2018 pursuant to the terms of the applicable Bonus Plan and of this Section 5.6(c) so long as the Company Employee remains employed by the Company or a Subsidiary thereof continuously up to and including December 31, 2018; provided, that a Company Employee who experiences a severance-qualifying termination of employment under a severance plan of the Company and its Affiliates (or, in the case of a Company Employee employed outside of the United States, pursuant to applicable Law) on or after the Closing and on or before December 31, 2018 will be entitled to receive the annual bonus payment in respect of fiscal year 2018 that would otherwise be payable to such Company Employee pursuant to the terms of this Section 5.6(c), prorated to reflect the percentage of 2018 elapsed through the date of such termination of employment; but, provided, further, that such prorated payment shall be reduced (but not below zero) by any prorated bonus in respect of fiscal year 2018 to which the applicable Company Employee is entitled pursuant to a severance plan of the Company and its Affiliates (or, in the case of a Company Employee employed outside of the United States, pursuant to applicable Law). The amount of each bonus payment shall be based on the actual level of achievement of the applicable performance goals established under the applicable Bonus Plan in respect of fiscal year 2018 (with such determination of performance to exclude any costs relating to the Mergers, as applicable), as determined by Parent in accordance with the applicable Bonus Plan; provided, however, that (i) a Company Employee s bonus amount shall be no less than 80% of such Company Employee s target bonus payment amount, and (ii) in the event that the actual level of achievement of the applicable performance goals meets or exceeds the target level of achievement, the target bonus payment shall be increased by 10% of the amount provided for under the terms of the applicable Bonus Plan. Annual bonuses for the Company s 2018 fiscal year shall be paid at the same time that Parent pays annual bonuses in respect of its fiscal year ending November 30, 2018 to its employees, but in no event shall payment be made later than March 15, 2019. Without limiting the generality of the foregoing (but notwithstanding the payment timing set forth in the immediately preceding sentence), in the event that the Effective Time has not occurred prior to January 1, 2019, annual bonuses for the Company s 2018 fiscal year will be determined by the Company in accordance with this Section 5.6(c) as if the Closing had occurred immediately prior to the conclusion of such fiscal year and paid by the Company at the time that the Company normally pays annual bonuses in the ordinary course of business consistent with past practice, or, at the Company s election, immediately prior to the Closing.

(d) Following the Closing Date, Parent shall, or shall cause the Surviving Company to, cause any employee benefit or compensation plans sponsored or maintained by Parent or the Surviving Company or their Subsidiaries in which the Company Employees are eligible to participate following the Closing Date (collectively, the Post-Closing Plans) to

recognize the service of each Company Employee with the Company and its Subsidiaries (and any predecessor thereto) prior to the Closing Date for purposes of eligibility, vesting and level of benefits under such Post-Closing Plans; provided, that such recognition of service shall not apply (i) for purposes of benefit accrual under any Post-Closing Plan that is a final average pay defined benefit retirement plan, or (ii) to the extent that such crediting would result in a duplication of benefits. With respect to any Post-Closing Plan that provides medical, dental or vision insurance benefits, for the plan year in which such

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Company Employee is first eligible to participate, Parent shall (A) cause any preexisting condition limitations or eligibility waiting periods under such plan to be waived with respect to such Company Employee to the extent such limitation would have been waived or satisfied under the Company Benefit Plan in which such Company Employee participated immediately prior to the Effective Time and (B) credit each Company Employee for any co-payments or deductibles incurred by such Company Employee in such plan year for purposes of any applicable deductible and annual out-of-pocket expense requirements under any such Post-Closing Plan. Such credited expenses shall also count toward any annual or lifetime limits, treatment or visit limits or similar limitations that apply under the terms of the applicable plan.

(e) Notwithstanding anything contained herein to the contrary, with respect to any Company Employees who are covered by a Collective Bargaining Agreement or who are based outside of the United States, Parent s obligations under this Section 5.6 shall be in addition to, and not in contravention of, any obligations under the applicable Collective Bargaining Agreement or under the Laws of the foreign countries and political subdivisions thereof in which such Company Employees are based.

(f) Parent hereby acknowledges that a change in control of the Company or other event with similar import, within the meaning of the Company Benefit Plans that contain such terms, will occur upon the Effective Time.

(g) Nothing in this Agreement shall confer upon any Company Employee or other service provider any right to continue in the employ or service of Parent, the Surviving Company or any Affiliate of Parent. In no event shall the terms of this Agreement be deemed to (i) establish, amend, or modify any Company Benefit Plan, Parent Benefit Plan, or any employee benefit plan as defined in Section 3(3) of ERISA, or any other benefit plan, program, agreement or arrangement maintained or sponsored by Parent, Surviving Company, the Company or any of their Subsidiaries (including, after the Closing Date, Company and its Subsidiaries) or Affiliates, (ii) alter or limit the ability of Parent, the Surviving Company or any of their Subsidiaries (including, after the Closing Date, Company and its Subsidiaries) or Affiliates to amend, modify or terminate any Company Benefit Plan, Parent Benefit Plan or any other compensation or benefit or employment plan, program, agreement or arrangement after the Closing Date, or (iii) create any right in any Company Employee or any other Person to any continued employment with the Surviving Company, Parent, the Company, or any of their Subsidiaries (including, after the Closing Date, Company and its Subsidiaries) or Affiliates, or otherwise alter any existing at-will employment relationships between any Company Employee and the Surviving Company. Notwithstanding any provision in this Agreement to the contrary, nothing in this Section 5.6 shall create any third-party beneficiary rights in any Company Employee or current or former service provider of the Company or its Affiliates (or any beneficiaries or dependents thereof).

Section 5.7 Regulatory Approvals; Efforts.

(a) Prior to the Closing, Parent, Merger Subs and the Company shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under any applicable Laws to consummate and make effective the Mergers as promptly as practicable, including (i) preparing and filing all forms, registrations and notifications required to be filed to consummate the Mergers, (ii) using reasonable best efforts to satisfy the conditions to consummating the Mergers, (iii) using reasonable best efforts to obtain (and to cooperate with each other in obtaining) any consent, authorization, expiration or termination of a waiting period, permit, Order or approval of, waiver or any exemption by, any Governmental Entity (including furnishing all information and documentary material required under the HSR Act) required to be obtained or made by Parent, either Merger Sub, the Company or any of their respective Subsidiaries in connection with the Mergers or the taking of any action contemplated by this Agreement, (iv) using reasonable best efforts to defend any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Merger and (v) the execution and delivery of any reasonable additional instruments necessary to consummate the Mergers and to fully carry out the purposes of this Agreement; provided,

that nothing in this Section 5.7 and notwithstanding anything to the contrary in this Agreement, neither Parent nor Merger Sub shall have any obligation to (or to cause any of their respective Subsidiaries or Affiliates or the Company to): (A) sell, license, divest or dispose of or hold separate the assets, Intellectual Property or businesses of any entity; (B) terminate, amend or assign any existing relationships or contractual rights or obligations of any entity; (C) change or modify any course of conduct regarding future operations of any entity; (D) otherwise take any action that would limit the freedom of action with respect to, or the ability to retain, one or more businesses, assets or rights of any

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entity or interests therein; or (E) commit to take any such action in the foregoing clause (A), (B), (C) or (D); provided, further, that, notwithstanding the foregoing proviso, Parent and Merger Sub shall take the actions in the foregoing clause (A), (B), (C), (D) and/or (E) if such actions (1) are necessary to permit the Closing to occur as promptly as practicable and in any event before the End Date and (2) would not, individually or in the aggregate, reasonably be expected to be have a material adverse effect on Parent and its Subsidiaries, taken as a whole, after giving effect to the Merger (assuming Parent and its Subsidiaries, taken as a whole, after giving effect to the Merger, were the size of the Company and its Subsidiaries, taken as a whole, prior to giving effect to the Mergers).

(b) Parent and the Company shall each keep the other apprised of the status of matters relating to the completion of the Mergers and work cooperatively in connection with obtaining all required consents, authorizations, Orders or approvals of, or any exemptions by, any Governmental Entity undertaken pursuant to the provisions of this Section 5.7. In that regard, prior to the Closing, each party shall promptly consult with the other parties to this Agreement with respect to and provide any necessary information and assistance as the other parties may reasonably request with respect to (and, in the case of correspondence, provide the other parties (or their counsel) with copies of) all notices, submissions or filings made by or on behalf of such party or any of its Affiliates with any Governmental Entity or any other information supplied by or on behalf of such party or any of its Affiliates to, or correspondence with, a Governmental Entity in connection with this Agreement and the Mergers. Each party to this Agreement shall promptly inform the other parties to this Agreement, and if in writing, furnish the other parties with copies of (or, in the case of oral communications, advise the other parties orally of) any communication from or to any Governmental Entity regarding the Mergers, and permit the other parties to review and discuss in advance, and consider in good faith the views of the other parties in connection with, any proposed communication or submission with any such Governmental Entity. No party or any of its Affiliates shall participate in any meeting or teleconference with any Governmental Entity in connection with this Agreement and the Mergers unless it consults with the other parties in advance and, to the extent not prohibited by such Governmental Entity, gives the other parties the opportunity to attend and participate thereat. Notwithstanding the foregoing, Parent and the Company may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 5.7(b) as Antitrust Counsel Only Material. Such materials and the information contained therein shall be given only to the outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Parent or the Company, as the case may be) or its legal counsel. Notwithstanding anything to the contrary contained in this Section 5.7, materials provided pursuant to this Section 5.7 may be redacted (i) to remove references concerning the valuation of the Company and the Mergers, (ii) as necessary to comply with contractual arrangements and (iii) as necessary to address reasonable privilege concerns.

(c) The Company and Parent shall make or file, as promptly as practicable, with the appropriate Governmental Entity all filings, forms, registrations and notifications required to be filed to consummate the Mergers under any applicable Antitrust Law, and subsequent to such filings, the Company and Parent shall, and shall cause their respective Affiliates to, as promptly as practicable, respond to inquiries from Governmental Entities, or provide any supplemental information that may be requested by Governmental Entities, in connection with filings made with such Governmental Entities. The Company and Parent shall file their notification and report forms under the HSR Act no later than fourteen Business Days after the date of this Agreement. In the event that the parties receive a request for information or documentary material pursuant to the HSR Act (a Second Request), the parties will use their respective reasonable best efforts to submit an appropriate response to, and, if required, certify compliance with, such Second Request as promptly as practicable, and counsel for both parties will closely cooperate during the entirety of any such Second Request review process.

(d) If requested by Parent, the Company will agree to any action contemplated by this Section 5.7; provided, that any such agreement or action is conditioned on the consummation of the Mergers. Without limiting the foregoing, in no event will the Company (and the Company will not permit any of its Affiliates to) propose, negotiate, effect or agree

to any such actions without the prior written consent of Parent.

Section 5.8 Takeover Statutes. If any Takeover Statute may become, or may purport to be, applicable to this Agreement, the Mergers or any other transactions contemplated by this Agreement, each of the Company

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and Parent shall grant such approvals and take such actions as are reasonably necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of such Takeover Statute on the transactions contemplated hereby.

Section 5.9 Public Announcements. The Company and Parent agree that the initial press release to be issued with respect to the execution and delivery of this Agreement shall be in a form agreed to by the parties and that the parties shall consult with each other before issuing any press release or making any public announcement with respect to this Agreement and the transactions contemplated hereby and shall not issue any such press release or make any such public announcement without the prior consent of the other party (which shall not be unreasonably withheld, delayed or conditioned); provided, that a party may, without the prior consent of the other party issue such press release or make such public statement (a) so long as an initial, jointly approved press release has already been issued and such statements are not inconsistent with previous statements made jointly by the Company and Parent or (b) (after prior consultation, to the extent practicable in the circumstances) to the extent required by applicable Law or the applicable rules of any stock exchange; provided, further, that the Company shall be permitted to issue press releases or make public announcements with respect to any Company Takeover Proposal or from and after a Company Adverse Recommendation Change without being required to consult with Parent if in compliance with Section 5.4(f).

Section 5.10 Indemnification and Insurance.

(a) From and after the Effective Time, the Surviving Company and Parent shall indemnify and hold harmless all past and present directors, officers and employees of the Company or any of its Subsidiaries and each Person who served as a director, officer, managing member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise at the request or for the benefit of the Company or any of its Subsidiaries (collectively, together with such Persons heirs, executors and administrators, the Covered Persons) to the fullest extent permitted by Law as provided in the Company Organizational Documents or similar governing documents of the Company s Subsidiaries, in each case as in effect on the date of this Agreement, or pursuant to any other contracts in effect on the date of this Agreement and disclosed in the Company Disclosure Schedule (the Indemnification Contracts) against any costs and expenses (including advancing attorneys fees and expenses in advance of the final disposition of any claim, suit, proceeding or investigation to each Covered Person to the fullest extent permitted by Law), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened Proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of acts or omissions occurring at or prior to the Effective Time (including acts or omissions in connection with such Persons serving as an officer, director or other fiduciary in any entity at the request or for the benefit of the Company). Without limiting the foregoing, from and after the Effective Time, Parent and the Surviving Company shall indemnify and hold harmless the Covered Persons to the fullest extent permitted by Law as provided in the Company Organizational documents or similar governing documents of the Company s Subsidiaries, in each case as in effect on the date of this Agreement, or pursuant to any Indemnification Contracts for acts or omissions occurring in connection with the process resulting in and the adoption and approval of this Agreement and the consummation of the transactions contemplated hereby. From and after the Effective Time, Parent, the Company and the Surviving Company shall advance expenses (including reasonable legal fees and expenses) incurred in the defense of any Proceeding or investigation with respect to the matters subject to indemnification pursuant to this Section 5.10(a) in accordance with the procedures (if any) set forth in the Company Organizational Documents, the certificate or articles of incorporation and code of regulations or bylaws, or other organizational or governance documents, of any Subsidiary of the Company, and Indemnification Contracts. In the event of any such Proceeding or investigation, Parent and the Surviving Company shall cooperate with the Covered Person in the defense of any such Proceeding or investigation.

(b) For not less than six years from and after the Effective Time, to the extent permitted by applicable Law, the limited liability company agreement of the Surviving Company shall contain provisions no less favorable with respect

to exculpation, indemnification of and advancement of expenses to Covered Persons for periods at or prior to the Effective Time than are currently set forth in the Company Organizational Documents. Notwithstanding anything herein to the contrary, if any Proceeding or investigation (whether arising before, at or after the Effective Time) is made against such persons with respect to matters subject to indemnification hereunder on or prior to the sixth anniversary of the Effective Time, the provisions of this Section 5.10(b) shall

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continue in effect until the final disposition of such Proceeding or investigation. Following the Effective Time, the indemnification agreements, if any, in existence on the date of this Agreement with any of the directors, officers or employees of the Company or any its Subsidiaries shall be assumed by the Surviving Company, without any further action, and shall continue in full force and effect in accordance with their terms.

(c) For not less than six years from and after the Effective Time, the Surviving Company shall, and Parent shall cause the Surviving Company to, maintain for the benefit of the directors and officers of the Company and its Subsidiaries, as of the date of this Agreement and as of the Effective Time, an insurance and indemnification policy that provides coverage for events occurring prior to the Effective Time (the D&O Insurance) that is substantially equivalent to and in any event not less favorable in the aggregate than the existing policies of the Company and its Subsidiaries or, if substantially equivalent insurance coverage is unavailable, the best available coverage; provided, that the Surviving Company shall not be required to pay an annual premium for the D&O Insurance in excess of 300% of the last annual premium paid prior to the date of this Agreement, but in such case shall purchase as much coverage as is available for such amount. The provisions of the immediately preceding sentence shall be deemed to have been satisfied if prepaid policies have been obtained prior to the Effective Time (which the Company shall be permitted to purchase prior to the Effective Time at a price of no more than 300% of the last annual premium for each year of coverage), which policies provide such directors and officers with coverage for an aggregate period of at least six years from and after the Effective Time with respect to claims arising from facts or events that occurred on or before the Effective Time, including in respect of the transactions contemplated by this Agreement. If such prepaid policies have been obtained prior to the Effective Time, the Surviving Company shall, and Parent shall cause the Surviving Company to, maintain such policies in full force and effect, and continue to honor the obligations thereunder.

(d) In the event that Parent or the Surviving Company (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then proper provision shall be made so that such continuing or surviving corporation or entity or transferee of such assets, as the case may be, shall assume the obligations set forth in this Section 5.10.

(e) The obligations under this Section 5.10 shall not be terminated or modified in any manner that is adverse to the Covered Persons (and their respective successors and assigns), it being expressly agreed that the Covered Persons (including their respective successors and assigns) shall be third party beneficiaries of this Section 5.10. In the event of any breach by the Surviving Company or Parent of this Section 5.10, the Surviving Company shall pay all reasonable expenses, including attorneys fees, that may be incurred by Covered Persons in enforcing the indemnity and other obligations provided in this Section 5.10 as such fees are incurred, upon the written request of such Covered Person.

(f) From and after the Effective Time, the Surviving Company shall assume all remaining obligations of the Company set forth in Section 5.08 of the Agreement and Plan of Merger by and among the Company, Comet Merger Co., SGS Holdings, Inc. and the Sellers listed on Schedule I thereto, dated January 6, 2014.

Section 5.11 Section 16 Matters. Prior to the Effective Time, the Company and Parent shall take all such steps as may be required to cause any dispositions of Company Common Shares (including derivative securities with respect to Company Common Shares) and any acquisitions of shares of Parent Common Stock (including derivative securities with respect to shares of Parent Common Stock) resulting from the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company or Parent to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 5.12 Transaction Litigation. Each party shall promptly (and in any event, within two Business Days) notify the other parties hereto in writing of any shareholder litigation or other litigation or Proceedings brought or threatened

in writing against it or its directors or executive officers or other Representatives relating to this Agreement, the Mergers and/or the other transactions contemplated by this Agreement and shall keep the other parties hereto informed on a reasonably current basis with respect to the status thereof (including by promptly furnishing to the other parties hereto and their Representatives such information relating to such litigation or proceedings as may be reasonably requested). Each party shall, subject to the preservation of privilege and confidential information, give the other parties hereto the opportunity to participate in (but not

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control) the defense or settlement of any shareholder litigation or other litigation or Proceeding against it and/or its directors or executive officers or other Representatives relating to this Agreement, the Mergers or the other transactions contemplated by this Agreement and shall give due consideration to such other parties advice with respect to such litigation or proceeding. The Company shall not cease to defend, consent to the entry of any judgment, settle or offer to settle or take any other material action with respect to such litigation or proceeding commenced without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed).

Section 5.13 Obligations of Merger Subs. Parent shall cause each Merger Sub, the surviving company in the Initial Merger and the Surviving Company to perform their respective obligations under this Agreement and to consummate the transactions contemplated hereby upon the terms and subject to the conditions set forth in this Agreement.

Section 5.14 Stock Exchange Delisting; Deregistration; Stock Exchange Listing.

(a) Prior to the Effective Time, the Company and, following the Effective Time, Parent and the Surviving Company, shall use commercially reasonable efforts to take, or cause to be taken, all actions, and do or cause to be done all things, necessary, proper or advisable on its part under applicable Law and rules and policies of the New York Stock Exchange to cause the delisting of the Company and of the Company Common Shares from the New York Stock Exchange as promptly as practicable after the Effective Time and the deregistration of the Company Common Shares under the Exchange Act as promptly as practicable after such delisting.

(b) Parent shall use its reasonable best efforts to cause the shares of Parent Common Stock to be issued in the Initial Merger and such other shares of Parent Common Stock to be reserved for issuance in connection with the Initial Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the Effective Time.

Section 5.15 Certain Tax Matters. Parent and the Company shall, and shall cause their respective Affiliates to, use their reasonable best efforts to take all actions, and do and to assist and cooperate with the other parties in doing, all things reasonably necessary to permit the Mergers, taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Code. For U.S. federal income tax purposes, this Agreement is intended to constitute a plan of reorganization within the meaning of Treasury Regulations Section 1.368-2(g) and 1.368-3.

Section 5.16 Financing Cooperation.

(a) On and prior to the Closing, the Company shall, and shall cause its Subsidiaries to, and shall use commercially reasonable efforts to cause their respective directors, officers, employees, agents and advisors to, use commercially reasonable efforts to cooperate with Parent as necessary in connection with the arrangement of Debt Financing as may be customary and reasonably requested by Parent in writing, including using commercially reasonable efforts to, upon such request of Parent:

(i) make appropriate officers or members of the management team (with appropriate seniority and expertise) available for participation at reasonable times in a reasonable number of meetings, lender presentations, conference calls, meetings with prospective lenders and ratings agencies;

(ii) (A) furnish to Parent the Required Information, (B) provide reasonable assistance in the preparation of any reasonable and customary bank information memoranda (including using commercially reasonable efforts to obtain customary authorization letters with respect to the information specific to the Company or any of its Subsidiaries to be reasonably included in any such bank information memoranda from a senior officer of the Company) or private placement memoranda, rating agency presentations, marketing and/or syndication materials and cooperate reasonably with the Debt Financing Sources' due diligence, in each case with respect to the Company and its Subsidiaries and to the extent customary and reasonable, and (C) assist Parent in the preparation by Parent of customary pro forma financial statements and projections necessary in connection with the Debt Financing, it

being understood that Parent shall be solely responsible for any pro forma cost savings, synergies, capitalization, ownership or other post-Closing pro forma adjustments;

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(iii) assist in the preparation and negotiation and execution and delivery as of the Closing of any definitive financing documents (including any schedules and exhibits thereto) as may be reasonably requested by Parent including, without limitation, customary certificates;

(iv) facilitate the pledging of, and granting of security interests in, the collateral in connection with the Debt Financing, including using commercially reasonable efforts to execute and deliver as of Closing any customary pledge and security documents or other definitive financing documents, in each case as may be reasonably requested by Parent;

(v) cause the taking of corporate and other actions by the Company and its Subsidiaries reasonably necessary to permit the consummation of the Debt Financing on the Closing Date;

(vi) provide at least three Business Days prior to the Closing Date (provided that Parent has made such request at least nine days prior to the Closing Date) all material documentation and other information about the Company as is reasonably requested by the Parent to satisfy applicable know your customer and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(vii) request from the Company's existing lenders such customary documents in connection with refinancings of the Company's existing debt as reasonably requested by Parent in connection with the Debt Financing and collateral arrangements, including customary payoff letters and related lien releases; and

(viii) comply with any obligations under the Convertible Debenture Indenture that arise as a result of the execution, delivery or performance by the Company of this Agreement and the consummation of the transactions contemplated hereby, including the delivery of any notices and certificates required in connection with the transactions contemplated hereby.

(b) Section 5.16(a) notwithstanding:

(i) neither the Company or its Subsidiaries nor any Persons who are directors, officers or employees of the Company or its Subsidiaries shall be required to (A) pass resolutions or consents (except those which are subject to the occurrence of the Closing passed by directors or officers continuing in their positions following the Closing) or (B) execute any document or Contract or incur any liability that is effective prior to the occurrence of the Closing, in each case in connection the Debt Financing or the cooperation contemplated by this Section 5.16 (other than, in the case of this clause (b), (1) any customary authorization letter described in the parenthetical in Section 5.16(a)(ii)(B) and (2) any notices required to be delivered pursuant to Section 5.16(a)(viii) prior to the Closing Date);

(ii) no obligation of the Company or any of its Subsidiaries or any of their respective Representatives to a third party undertaken pursuant to the Debt Financing or the cooperation contemplated by this Section 5.16 (other than in connection with any customary authorization letter described in Section 5.16(a)(ii) above) shall be effective until the Effective Time;

(iii) none of the Company or its Subsidiaries or any of their respective Representatives shall be required (A) to pay any commitment or other similar fee or (B) incur any other cost or expense that is not promptly fully reimbursed by Parent in connection with the Debt Financing or the cooperation contemplated by this Section 5.16 prior to the Closing;

(iv) none of the Company or its Subsidiaries or any of their respective Representatives shall be required to disclose or provide any information in connection with the Debt Financing, the disclosure of which, in the reasonable judgment of the Company, is restricted by Contract or applicable Law, is subject to attorney-client privilege or could result in the disclosure of any trade secrets or the violation of any confidentiality obligation;

(v) none of the Company or its Subsidiaries or any of their respective Representatives shall be required to deliver any financial information with respect to a fiscal period that has not yet ended;

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(vi) none of the Company or its Subsidiaries or any of their respective Representatives shall be required to prepare any (A) pro forma financial information or (B) projections (provided, that, for the avoidance of doubt, the Company shall assist Parent in Parent's preparation of pro forma financial information or projections in accordance with Section 5.16(a)(ii)(C)); and

(vii) none of the Company or its Subsidiaries or any of their respective Representatives will be required to provide, or cause to be provided, any legal opinions in connection with the Debt Financing or the cooperation contemplated by this Section 5.16; provided, that the limitation in this clause (vii) shall not extend to the provision of lawyers' responses provided to auditors in response to auditors' requests for information regarding contingent liabilities in connection with such auditors' review or audit of the Company's financial statements.

(c) In addition, nothing contained in this Section 5.16 or otherwise shall require the Company or any of its Subsidiaries, prior to the Closing, to be an issuer or other obligor with respect to the Debt Financing. Parent shall, promptly upon request by the Company, reimburse the Company for all reasonable and documented out-of-pocket costs and expenses incurred by the Company or its Subsidiaries or their respective Representatives in connection with the Debt Financing or the cooperation contemplated by this Section 5.16 and shall indemnify and hold harmless the Company and its Subsidiaries and their respective Representatives from and against any and all losses suffered or incurred by them in connection with the Debt Financing, any action taken by them pursuant to this Section 5.16, and any information utilized in connection therewith (other than information including in any marketing materials concerning the Company or its Subsidiaries to the extent provided in writing thereby for inclusion in such materials). The obligations of Parent pursuant to the immediately foregoing sentence shall survive termination of this Agreement.

(d) The Company hereby consents to the use of its and its Subsidiaries logos in connection with the Debt Financing; provided, that such logos are used solely in a manner that is not intended, or reasonably likely, to harm, disparage or otherwise adversely affect the Company or any of its Subsidiaries or the reputation or goodwill of any of them.

ARTICLE VI.

CONDITION TO THE MERGERS

Section 6.1 Conditions to Each Party s Obligation to Effect the Mergers. The respective obligations of each party to effect the Mergers shall be subject to the fulfillment (or waiver by the Company and Parent, to the extent permissible under applicable Law and provided that such waiver shall only be effective as to the conditions of the waiving party) at or prior to the Effective Time of the following conditions:

(a) The Company Shareholder Approval shall have been obtained.

(b) The Parent Stockholder Approval shall have been obtained.

(c) The Form S-4 shall have become effective in accordance with the provisions of the Securities Act and no stop order suspending the effectiveness of the Form S-4 shall have been issued by the SEC and remain in effect and no proceeding to that effect shall have been commenced.

(d) No injunction by any court or other tribunal of competent jurisdiction shall have been entered and shall continue to be in effect and no Law shall have been adopted that remains in effect or be effective, in each case that prevents, enjoins, prohibits or makes illegal the consummation of the Mergers.

(e) (i) All waiting periods applicable to the Mergers under the HSR Act shall have expired or been terminated, and (ii) all other filings, notices, approvals and clearances identified in Section 6.1(e) of the Company Disclosure Schedule shall have been obtained or filed or shall have occurred.

(f) The shares of Parent Common Stock to be issued in the Initial Merger shall have been approved for listing on the NYSE, subject to official notice of issuance.

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Section 6.2 Conditions to Obligation of the Company to Effect the Mergers. The obligation of the Company to effect the Mergers is further subject to the fulfillment (or waiver by the Company, to the extent permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) (i) The representations and warranties of Parent and Merger Subs set forth in Article IV that are qualified by a Parent Material Adverse Effect qualification shall be true and correct in all respects as so qualified both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date, (ii) other than Section 4.2, Section 4.14 and Section 4.19, the representations and warranties of Parent and Merger Subs set forth in Article IV that are not qualified by a Parent Material Adverse Effect qualification shall be true and correct both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date, except for such failures to be true and correct as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect, (iii) the representations and warranties of Parent and Merger Subs set forth in Section 4.2(a) and Section 4.2(b) shall be true and correct other than in any *de minimis* respects both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date and (iv) the representations and warranties of Parent and Merger Subs set forth in Section 4.2(c), Section 4.14 and Section 4.19 shall be true and correct in all material respects both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date; provided, that representations and warranties that are made as of a particular date or period shall be true and correct (in the manner set forth in clauses (i), (ii), (iii) or (iv), as applicable) only as of such date or period.

(b) Parent and each Merger Sub shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by them prior to the Effective Time.

(c) Since the date of this Agreement, there shall not have been any Parent Material Adverse Effect or any event, change or effect that would, individually, or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(d) (i) Parent shall have delivered to the Company a certificate, dated the Closing Date and signed by a duly authorized executive officer of Parent, certifying to the effect that the conditions set forth in Section 6.2(a) through Section 6.2(c) for each of Parent and each Merger Sub have been satisfied and (ii) each Merger Sub shall have delivered to the Company a certificate, dated the Closing Date and signed by a duly authorized executive officer of such Merger Sub, certifying to the effect that the conditions set forth in Section 6.2(a) and Section 6.2(b) for such Merger Sub have been satisfied.

Section 6.3 Conditions to Obligation of Parent to Effect the Mergers. The obligation of Parent and Merger Subs to effect the Mergers is further subject to the fulfillment (or the waiver by Parent, to the extent permissible under applicable Law) at or prior to the Effective Time of the following conditions:

(a) (i) The representations and warranties of the Company set forth in Article III that are qualified by a Company Material Adverse Effect qualification shall be true and correct in all respects as so qualified both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date, (ii) other than Section 3.2, Section 3.19 and Section 3.20, the representations and warranties of the Company set forth in Article III that are not qualified by a Company Material Adverse Effect qualification shall be true and correct both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date, except where such failures to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, (iii) the representations and warranties of the Company set forth in Section 3.2(a) and Section 3.2(b) shall be true and correct other than in any *de minimis* respects both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date and (iv) the representations and warranties of the Company set forth in Section 3.2(c), Section 3.19 and Section 3.20 shall be true

and correct in all material respects both at and as of the date of this Agreement and at and as of the Closing Date as though made at and as of the Closing Date; provided, that representations and warranties that are made as of a particular date or period shall be true and correct (in the manner set forth in clauses (i), (ii), (iii) or (iv), as applicable) only as of such date or period.

(b) The Company shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by it prior to the Effective Time.

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(c) Since the date of this Agreement, there shall not have been any Company Material Adverse Effect or any event, change or effect that would, individually, or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(d) The Company shall have delivered to Parent a certificate, dated the Closing Date and signed by a duly authorized executive officer, certifying to the effect that the conditions set forth in Section 6.3(a) through Section 6.3(c) have been satisfied.

ARTICLE VII.

TERMINATION

Section 7.1 Termination or Abandonment. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the Effective Time, whether before or after the Company Shareholder Approval or the Parent Stockholder Approval:

(a) by the mutual written consent of the Company and Parent;

(b) by either the Company or Parent, if the Mergers shall not have been consummated on or prior to 5:00 p.m. Eastern Time, on December 28, 2018 (the End Date); provided, that if as of the End Date any of the conditions set forth in Section 6.1(d) (solely to the extent such condition has not been satisfied due to an order or injunction arising under any Antitrust Law) or Section 6.1(e) shall not have been satisfied or waived by the Company and Parent, the End Date may be extended by either Parent or the Company for a period of 90 days by written notice to the other party, and such date, as so extended, shall be the End Date; provided, further, that the End Date may only be extended once in the aggregate; provided, further, that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to a party if the failure of the Mergers to be consummated by such date shall be due to the material breach by such party of any representation, warranty, covenant or other agreement of such party set forth in this Agreement;

(c) by either the Company or Parent, if an Order by a Governmental Entity of competent jurisdiction shall have been issued permanently restraining, enjoining or otherwise prohibiting the consummation of the Mergers and such order shall have become final and nonappealable; provided, that the right to terminate this Agreement pursuant to this Section 7.1(c) shall not be available to a party if such Order resulted from the material breach by such party of any representation, warranty, covenant or other agreement of such party set forth in this Agreement;

(d) by either the Company or Parent, if the Company Shareholders Meeting (as it may be adjourned or postponed) at which a vote on the Company Shareholder Approval was taken shall have concluded and the Company Shareholder Approval shall not have been obtained;

(e) by either the Company or Parent, if the Parent Stockholders Meeting (as it may be adjourned or postponed) at which a vote on the Parent Stockholder Approval was taken shall have concluded and the Parent Stockholder Approval shall not have been obtained;

(f) by the Company, if Parent or either Merger Sub shall have breached or there is any inaccuracy in any of its representations or warranties, or shall have breached or failed to perform any of its covenants or other agreements contained in this Agreement, which breach, inaccuracy or failure to perform (i) if it occurred or was continuing to occur on the Closing Date, would result in a failure of a condition set forth in Section 6.2(a), 6.2(b) or 6.2(c) and (ii) is either not curable or is not cured by the earlier of (A) the End Date and (B) the date that is 30 days following written notice from the Company to Parent of such breach, inaccuracy or failure;

(g) by Parent, if the Company shall have breached or there is any inaccuracy in any of its representations or warranties, or shall have breached or failed to perform any of its covenants or other agreements contained in this Agreement, which breach, inaccuracy or failure to perform (i) if it occurred or was continuing to occur on the Closing Date, would result in a failure of a condition set forth in Section 6.3(a), 6.3(b) or 6.3(c) and (ii) is either not curable or is not cured by the earlier of (A) the End Date and (B) the date that is 30 days following written notice from Parent to the Company of such breach, inaccuracy or failure;

(h) at any time prior to the receipt of the Company Shareholder Approval, by Parent in the event of a Company Adverse Recommendation Change or in the event of a material Willful Breach by the Company of any of its covenants or agreements in Section 5.4; and

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(i) at any time prior to the receipt of the Company Shareholder Approval, by the Company, in accordance with Section 5.4(f).

Section 7.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 7.1, this Agreement shall terminate (except that the Confidentiality Agreement, this Section 7.2, Section 7.3 and Article VIII shall survive any termination), and there shall be no other Liability on the part of the Company, on the one hand, or Parent or either Merger Sub, on the other hand, to the other except as provided in Section 7.3; provided, that nothing herein shall relieve any party hereto from Liability for a Willful Breach of its covenants or agreements set forth in this Agreement or fraud prior to such termination, in which case the aggrieved party shall be entitled to all rights and remedies available at law or in equity.

Section 7.3 Termination Fees.

(a) If this Agreement is terminated by the Company or Parent pursuant to Section 7.1(d), then the Company shall reimburse Parent, in respect of expenses incurred by Parent, Merger Subs and their Affiliates in connection with this Agreement and the transactions contemplated hereby, an amount in cash equal to $12,350,000 (the Company Expense Reimbursement) in immediately available funds within two Business Days of such termination.

(b) If (i) this Agreement is terminated by the Company pursuant to Section 7.1(i), (ii) this Agreement is terminated by Parent pursuant to Section 7.1(h), or (iii) (A) after the date of this Agreement, a Company Takeover Proposal (substituting 50% for the 20% threshold set forth in the definition of Company Takeover Proposal) (a Company Qualifying Transaction) shall have been publicly made and not withdrawn at least four Business Days prior to the Company Shareholders Meeting (or any adjournment or postponement thereof), (B) thereafter this Agreement is terminated by Parent or the Company pursuant to Section 7.1(d) and (C) at any time on or prior to the 12-month anniversary of such termination, the Company or any of its Subsidiaries completes or enters into a definitive agreement with respect to such Company Qualifying Transaction, then, (1) in the case of clause (i), the Company shall pay Parent the Company Termination Fee in immediately available funds prior to or concurrently with such termination, (2) in the case of clause (ii), the Company shall pay Parent the Company Termination Fee in immediately available funds within two Business Days of such termination or (3) in the case of clause (iii), (x) the Company shall pay Parent one half of the Company Termination Fee in immediately available funds upon entering into a definitive agreement with respect to such Company Qualifying Transaction and (y) if the Company subsequently consummates such Company Qualifying Transaction, the Company shall pay Parent the remaining half of the Company Termination Fee upon such consummation; provided, that any Company Expense Reimbursement actually paid by the Company pursuant to Section 7.3(a) shall be credited against, and shall thereby reduce, the amount of the Company Termination Fee (or portion thereof payable pursuant to clause (3)(x)) that otherwise would be required to be paid by the Company to Parent pursuant to this Section 7.3(b). Notwithstanding anything to the contrary in this Agreement, if the full Company Termination Fee shall become due and payable in accordance with this Section 7.3(b), from and after such termination and payment of the Company Termination Fee in full pursuant to and in accordance with this Section 7.3(b), the Company shall have no further Liability of any kind for any reason in connection with this Agreement or the termination contemplated hereby other than as set forth in this Section 7.3 other than for fraud or Willful Breach. In no event shall the Company be required to pay the Company Termination Fee on more than one occasion.

(c) If this Agreement is terminated by the Company or Parent pursuant to Section 7.1(e), then Parent shall reimburse the Company, in respect of expenses incurred by the Company and its Affiliates in connection with this Agreement and the transactions contemplated hereby, an amount in cash equal to $12,350,000 (the Parent Expense Reimbursement) in immediately available funds within two Business Days of such termination.

(d) Each of the parties hereto acknowledges that none of the Company Expense Reimbursement, the Company Termination Fee, or the Parent Expense Reimbursement is intended to be a penalty but rather is liquidated damages in

a reasonable amount that will compensate Parent or the Company, as applicable, in the circumstances in which such Company Expense Reimbursement, Company Termination Fee or Parent Expense Reimbursement is due and payable, for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision.

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(e) Each of the parties hereto acknowledges that the agreements contained in this Section 7.3 are an integral part of the transactions contemplated hereby, and that, without these agreements, the Company, Parent and Merger Subs would not enter into this Agreement. Accordingly, if the Company or Parent fails to pay in a timely manner the Company Expense Reimbursement, the Company Termination Fee or the Parent Expense Reimbursement, as applicable, then the Company shall pay to Parent or Parent shall pay to the Company, as applicable, interest on such amount from and including the date payment of such amount was due to but excluding the date of actual payment at the prime rate set forth in *The Wall Street Journal* in effect on the date such payment was required to be made plus 2% per annum.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1 No Survival. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Mergers, except for covenants and agreements that contemplate performance after the Effective Time or otherwise expressly by their terms survive the Effective Time.

Section 8.2 Expenses; Transfer Taxes.

(a) Except as otherwise provided in this Agreement (including in Section 7.3), whether or not the Mergers are consummated, all costs and expenses incurred in connection with the Mergers, this Agreement and the transactions contemplated hereby shall be paid by the party incurring or required to incur such expenses; provided, that Parent shall pay all filing fees required under the HSR Act.

(b) Except as otherwise provided in Section 2.2(d), all transfer, documentary, sales, use, stamp, registration and other such Taxes imposed with respect to the transfer of Company Common Shares pursuant to the Mergers shall be borne by Parent or Merger Subs and expressly shall not be a liability of holders of Company Common Shares.

Section 8.3 Counterparts; Effectiveness. This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, electronic delivery or otherwise) to the other parties. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

Section 8.4 Governing Law; Jurisdiction.

(a) This Agreement, and all claims or causes of action (whether at Law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio; provided, that any such claim or cause of action brought against any of Debt Financing Sources shall be governed by and construed in accordance with the laws of the State of New York.

(b) Each of the parties hereto irrevocably agrees that any Proceeding arising out of or relating to this Agreement including the negotiation, execution or performance hereof, shall be brought and determined exclusively in the Court

of Common Pleas for the County of Hamilton in the State of Ohio or the United States District Court for the Southern District of Ohio or in the event (but only in the event) such courts do not have subject matter jurisdiction over such Proceeding, any other Ohio state court (the Chosen Courts). Each of the parties hereto hereby irrevocably submits with regard to any such Proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the Chosen Courts and agrees that it will not bring any such Proceeding in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such Proceeding, (A) any claim that it is not personally subject to the jurisdiction of the Chosen Courts, (B) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of

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execution of judgment, execution of judgment or otherwise) and (C) to the fullest extent permitted by applicable Law, any claim that (1) the Proceeding in such court is brought in an inconvenient forum, (2) the venue of such Proceeding is improper or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. To the fullest extent permitted by applicable Law, each of the parties hereto hereby consents to the service of process in accordance with Section 8.7; provided, that nothing herein shall affect the right of any party to serve legal process in any other manner permitted by Law. Notwithstanding the foregoing, each of the parties hereto agrees that it submits to the exclusive jurisdiction of, and that it will not bring any Proceeding, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Source (in its capacity as such) in any way relating to this Agreement, the Debt Financing or any of the transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof, in any forum other than, the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York sitting in New York County (and appellate courts thereof), and makes the agreements, waivers and consents set forth above but with respect to the courts specified in this sentence.

(c) None of the Debt Financing Sources will have any liability to the Company or its Affiliates relating to or arising out of this Agreement, the Debt Financing or otherwise, whether at law, or equity, in contract, in tort or otherwise, and neither the Company nor any of its Affiliates will have any rights or claims against any of the Debt Financing Sources hereunder or thereunder; provided, that, notwithstanding the foregoing, nothing in this Section 8.4(c) shall in any way limit or modify the obligations of any Debt Financing Source to Parent or either Merger Sub under the Debt Commitment Letter.

Section 8.5 Specific Enforcement. The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and accordingly (a) the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific performance of the terms hereof, in each case in the Chosen Courts (in the order expressed in Section 8.4(b)), this being in addition to any other remedy to which they are entitled at law or in equity, (b) the parties waive any requirement for the securing or posting of any bond in connection with the obtaining of any specific performance or injunctive relief and (c) the parties will waive, in any action for specific performance, the defense of adequacy of a remedy at law. In circumstances where Parent and Merger Subs are obligated to consummate the Mergers and the Mergers have not been consummated, Parent and Merger Subs expressly acknowledge and agree that the Company and its shareholders shall have suffered irreparable harm, that monetary damages will be inadequate to compensate the Company and its shareholders, and that the Company on behalf of itself and its shareholders shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to enforce specifically Parent s and each Merger Sub s obligations to consummate the Mergers. The Company s pursuit of specific performance at any time will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy to which the Company may be entitled, including the right to pursue remedies for liabilities or damages incurred or suffered by the Company and its shareholders.

Section 8.6 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE DEBT COMMITMENT LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY SUCH LEGAL PROCEEDING AGAINST OR INVOLVING ANY DEBT FINANCING SOURCE).

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Section 8.7 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (a) upon personal delivery to the party to be notified; (b) when received when sent by email or facsimile by the party to be notified; provided, that notice given by email or facsimile shall not be effective unless either (i) a duplicate copy of such email or fax notice is promptly given by one of the other methods described in this Section 8.7 or (ii) the receiving party delivers a written confirmation of receipt for such notice either by email or fax or any other method described in this Section 8.7; or (c) when delivered by a courier (with confirmation of delivery); in each case to the party to be notified at the following address:

To Parent, Merger Sub I or Merger Sub II:

SYNNEX Corporation
44201 Nobel Drive
Fremont, California
Attention: Simon Y. Leung, Senior Vice President, General Counsel and Corporate Secretary
Email: SimonL@synnex.com

with a copy (which shall not constitute notice) to:

Pillsbury Winthrop Shaw Pittman, LLP
2550 Hanover Street
Palo Alto, California 94304
Attention: Allison Leopold Tilley, Esq.
Christina F. Pearson, Esq.
Email: allison@pillsburylaw.com
christina.pearson@pillsburylaw.com

To the Company:

Convergys Corporation
201 East Fourth Street
Cincinnati, Ohio 45202
Attention: Andrew Farwig
Email: andrew.farwig@convergys.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Facsimile: (212) 403-2000
Attention: Daniel A. Neff, Esq.

DongJu Song, Esq.

Email: DANeff@wlrk.com

DSong@wlrk.com

or to such other address as any party shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so telecommunicated or personally delivered. Any party to this Agreement may notify any other party of any changes to the address or any of the other details specified in this Section 8.7; provided, that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Section 8.8 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated by any of the parties hereto without the prior written consent of the other parties; provided, that each Parent and each Merger Sub may assign any of their rights hereunder to a wholly owned direct or indirect Subsidiary of Parent without the prior written consent of the

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Company, but no such assignment shall relieve Parent or such Merger Sub of any of its obligations hereunder. Subject to the first sentence of this Section 8.8, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Any purported assignment not permitted under this Section 8.8 shall be null and void.

Section 8.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

Section 8.10 Entire Agreement. This Agreement together with the exhibits hereto, schedules hereto and the Confidentiality Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof, and this Agreement is not intended to grant standing to any Person other than the parties hereto.

Section 8.11 Amendments; Waivers. At any time prior to the Effective Time, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company, Parent and each Merger Sub; provided, that (i) after receipt of Company Shareholder Approval, if any such amendment or waiver shall by applicable Law or in accordance with the rules and regulations of the New York Stock Exchange require further approval of the shareholders of the Company, the effectiveness of such amendment or waiver shall be subject to the approval of the shareholders of the Company and (ii) any amendment or waiver of Section 8.4, Section 8.6, this Section 8.11, Section 8.13 (and any other provision of this Agreement to the extent an amendment or waiver of such provision would directly modify the substance of any of the foregoing provisions) that is materially adverse to any Debt Financing Source in its capacity as such will require the prior written consent of such Debt Financing Source. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 8.12 Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever. The table of contents to this Agreement is for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.13 No Third-Party Beneficiaries. Each of Parent, each Merger Sub and the Company agrees that (a) its representations, warranties, covenants and agreements set forth herein are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this Agreement, and (b) this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. Notwithstanding the foregoing, (i) each Covered Person shall be an express third-party beneficiary of and shall be entitled to rely upon Section 5.10 and this Section 8.13; and following the Effective Time, each former shareholder of the Company and each holder of Company Equity Awards as of the Effective Time shall be an express third-party beneficiary of and shall be entitled to rely on Article II and shall be entitled to obtain the Merger Consideration to which it is entitled pursuant to the provisions hereof and (ii) the Debt Financing Sources shall be express third-party beneficiaries of, and shall be entitled to rely upon Section 8.4, Section 8.6, Section 8.11 and this Section 8.13.

Section 8.14 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words include, includes or including are used in this Agreement, they shall be deemed to be followed by the words without limitation. The words hereof, herein and hereunder and words of similar import when used in this Agreement shall refer to this Agreement

as a whole and not to any particular provision of this Agreement, unless the context otherwise requires. The word or shall not be deemed to be exclusive. The word extent and the phrase to the extent when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not mean simply if. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant

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thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. References in this Agreement to specific laws or to specific provisions of laws shall include all rules and regulations promulgated thereunder. Each of the parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 8.15 Definitions.

(a) Certain Specified Definitions. As used in this Agreement:

Acceptable Confidentiality Agreement means any confidentiality agreement that contains confidentiality provisions that are, in the aggregate, no less favorable to the Company than those contained in the Confidentiality Agreement.

Affiliates means, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, control (including, with its correlative meanings, controlled by and under common control with) means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

Base Parent Trading Price means $111.0766.

Base Exchange Ratio means 0.1193.

Benefit Plan means any compensatory or employee benefit plan, program, agreement or arrangement, including pension, retirement, profit-sharing, deferred compensation, stock option, change in control, retention, equity or equity-based compensation, stock purchase, employee stock ownership, severance pay, vacation, bonus or other incentive plans, medical, retiree medical, vision, dental or other health plans, life insurance plans, and each other material employee benefit plan or fringe benefit plan, including any employee benefit plan as that term is defined in Section 3(3) of ERISA, in each case, whether oral or written, funded or unfunded, or insured or self-insured.

Bribery Legislation means all and any of the following: the Foreign Corrupt Practices Act of 1977, as amended; the Organization For Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation; the relevant common law or legislation in England and Wales relating to bribery and/or corruption, including, the Public Bodies Corrupt Practices Act 1889; the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001; the Bribery Act 2010; the Proceeds of Crime Act 2002; and any applicable anti-bribery or anti-corruption related provisions in criminal and anti-competition laws and/or anti-bribery, anti-corruption and/or anti-money laundering laws of any jurisdiction in which the Company or any of its Subsidiaries operates.

Business Day means any day other than a Saturday, Sunday or any other day on which commercial banks in New York, New York or Cincinnati, Ohio are authorized or required by Law to remain closed.

Cash Equivalent Merger Consideration means the sum of (i) the Cash Consideration plus (ii) the product of (A) the Stock Consideration multiplied by (B) the Parent Closing Price.

Code means the Internal Revenue Code of 1986, as amended.

Company Benefit Plan means each Benefit Plan (i) that is maintained by the Company or any of its Subsidiaries for the benefit of any current or former employee, officer or director of the Company or any of its Subsidiaries, or (ii) to which the Company or any of its Subsidiaries contributes or is obligated to contribute or would reasonably be expected to have any Liability, other than a Multiemployer Plan and other than any plan or program maintained by a Governmental Entity to which the Company or any of its Affiliates contributes pursuant to applicable Law.

Company Equity Awards means the Company Options, Company RSU Awards, Company PSU Awards and Company DSU Awards.

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Company IT Assets means the computers, software and software platforms, databases, websites, servers, routers, hubs, switches, circuits, networks, data communications lines and all other information technology infrastructure and equipment of the Company and its Subsidiaries that are required in connection with the operation of the business of the Company and its Subsidiaries.

Company Lease means any lease, sublease, license and other agreement under which the Company or any of its Subsidiaries leases, subleases, licenses, uses or occupies (in each case whether as landlord, tenant, sublandlord, subtenant or by other occupancy arrangement), or has the right to use or occupy, now or in the future, any real property.

Company Material Adverse Effect means any change, effect, event, occurrence or development that (i) has a material adverse effect on the business, operations or financial condition of the Company and its Subsidiaries taken as a whole, excluding, however, the impact of (A) any changes or developments in domestic, foreign or global markets or domestic, foreign or global economic conditions generally, including (1) any changes or developments in or affecting the domestic or any foreign securities, equity, credit or financial markets or (2) any changes or developments in or affecting domestic or any foreign interest or exchange rates, (B) changes in GAAP or any official interpretation or enforcement thereof, (C) changes in Law or any changes or developments in the official interpretation or enforcement thereof by Governmental Entities, (D) changes in domestic, foreign or global political conditions (including the outbreak or escalation of war, military actions, or acts of terrorism), including any worsening of such conditions threatened or existing on the date of this Agreement, (E) weather conditions or other acts of God (including storms, earthquakes, tornados, floods or other natural disasters), (F) any matter set forth in Section 8.15(a)(ii) of the Company Disclosure Schedule, (G) a decline in the trading price or trading volume of the Company s common stock or any change in the ratings or ratings outlook for the Company or any of its Subsidiaries, (H) the failure to meet any projections, guidance, budgets, forecasts or estimates (provided, that the underlying causes thereof may be considered in determining whether a Company Material Adverse Effect has occurred if not otherwise excluded hereunder), (I) any action taken or omitted to be taken by the Company or any of its Subsidiaries at the written request of Parent, (J) any actions or claims made or brought by any of the current or former shareholders of the Company (or on their behalf or on behalf of the Company) against the Company or any of its directors, officers or employees arising out of this Agreement or the Mergers, (K) the announcement or the existence of this Agreement if arising from the identity of Parent or its Affiliates, and (L) the failure to obtain any approvals or consents from any Governmental Entity in connection with the transactions contemplated by this Agreement; except, with respect to clauses (C) or (E), to the extent that such impact is disproportionately adverse to the Company and its Subsidiaries, taken as a whole, relative to others in the industry or industries in which the Company and its Subsidiaries operate; or (ii) would prevent or materially impair the ability of the Company to consummate the Mergers by the End Date.

Company Permitted Lien means (i) any Lien for Taxes not yet delinquent or that are being contested in good faith by appropriate proceedings or for which adequate reserves have been established by the Company in accordance with GAAP, (ii) vendors , mechanics , materialmen s, carriers , workers , landlords , repairmen s, warehousemen s, constructi and other similar Liens (A) with respect to Liabilities that are not yet due and payable or, if due, are not delinquent or (B) that are being contested in good faith by appropriate proceedings and for which adequate reserves (based on good faith estimates of management) have been set aside for the payment thereof or (C) arising or incurred in the ordinary and usual course of business and which are not, individually or in the aggregate, material to the business operations of the Company and its Subsidiaries and do not materially adversely affect the market value or continued use of the asset encumbered thereby, (iii) Liens imposed or promulgated by applicable Law or any Governmental Entity with respect to real property, including zoning, building or similar restrictions but only to the extent that the Company and its Subsidiaries and their assets are materially in compliance with the same, (iv) pledges or deposits in connection with workers compensation, unemployment insurance, and other social security legislation, (v) Liens relating to intercompany borrowings among the Company and its wholly owned Subsidiaries, (vi) utility easements, minor encroachments, rights of way, imperfections in title, charges, easements, rights of way (whether recorded or

unrecorded), restrictions, declarations, covenants, conditions, defects and similar Liens, but not including any monetary Liens, that are imposed by any Governmental Entity having jurisdiction thereon or otherwise are typical for the applicable property type and locality as do not individually or in the aggregate materially interfere with the

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present occupancy or use or market value of the respective Company Owned Real Property or Company Lease or otherwise materially impair the business operations of the Company and its Subsidiaries, (vii) Liens to be released at or prior to Closing and (viii) Liens that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Company Superior Proposal means a Company Takeover Proposal, substituting 50% for 20% in the definition thereof that the Company Board determines in good faith, after consultation with the Company s independent financial advisors and outside legal counsel, taking into account the timing, likelihood of consummation, legal, financial, regulatory and other aspects of the Company Takeover Proposal, including the financing terms thereof, and such other factors as the Company Board considers to be appropriate, to be more favorable to the Company and its shareholders than the transactions contemplated by this Agreement.

Company Takeover Proposal means any *bona fide* proposal or offer made by any Person or group of related Persons (other than Parent and its Subsidiaries and Affiliates), and whether involving a transaction or series of related transactions, for (i) a merger, reorganization, share exchange, consolidation, business combination, dissolution, liquidation or similar transaction involving the Company, (ii) the acquisition by any Person or group of related Persons (other than Parent and its Affiliates) of more than 20% of the assets of the Company and its Subsidiaries, on a consolidated basis (in each case, including securities of the Subsidiaries of the Company), or (iii) the direct or indirect acquisition by any Person or group of related Persons (other than Parent and its Affiliates) of more than 20% of the Company Common Shares then issued and outstanding.

Company Termination Fee means a cash amount equal to $74,000,000.

Contract means any contract, note, bond, mortgage, indenture, deed of trust, license, lease, agreement, arrangement, commitment or other instrument or obligation that is legally binding.

Convertible Debentures means 5.75% Junior Subordinated Convertible Debentures due 2029 issued by the Company pursuant to the Convertible Debenture Indenture.

Convertible Debenture Indenture means the Indenture, dated as of October 13, 2009, between the Company, as Issuer, and U.S. Bank National Association, as Trustee.

Debt Financing Sources means (i) (A) the entities that have committed to provide or arrange or act as agents for the Debt Financing, including the Debt Commitment Letter, solely in their capacities as such, and (B) the parties to any joinder agreements or any definitive documentation entered pursuant thereto or relating thereto who commit to provide or arrange or act as agents for the Debt Financing, solely in their capacities as such, together with (ii) their respective Affiliates and the former, current and future officers, directors, employees, agents and representatives and successors and assigns of the foregoing.

Environmental Law means any Law (i) relating to pollution or the protection, preservation or restoration of the environment (including air, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or any exposure to or release of, or the management of (including the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of) any hazardous materials or (ii) that regulates, imposes liability (including for enforcement, investigatory costs, cleanup, removal or response costs, natural resource damages, contribution, injunctive relief, personal injury or property damage) or establishes standards of care with respect to any of the foregoing.

Environmental Permit means any permit, certificate, registration, notice, approval, identification number, license or other authorization required under any applicable Environmental Law.

ERISA Affiliate means, with respect to any entity, trade or business, any other entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes or included the first entity, trade or business, or that is, or was at the relevant time, a member of the same controlled group as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

Exchange Ratio means (i) if the Parent Closing Price is less than 85% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by 1.05882, (ii) if the Parent Closing Price is greater than or equal to 85% of the Base Parent Trading Price and less than 90% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by the quotient of (A) 90% of the Base Parent Trading Price divided by (B) the Parent Closing

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Price, (iii) if the Parent Closing Price is greater than or equal to 90% of the Base Parent Trading Price and less than or equal to 110% of the Base Parent Trading Price, the Base Exchange Ratio, (iv) if the Parent Closing Price is greater than 110% of the Base Parent Trading Price and less than or equal to 115% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by the quotient of (A) 110% of the Base Parent Trading Price divided by (B) the Parent Closing Price and (v) if the Parent Closing Price is greater than 115% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by 0.95652.

Governmental Entity means any federal, state, local or foreign government, any transnational governmental organization or any court of competent jurisdiction, arbitral, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

Hazardous Materials means all substances defined or regulated as hazardous, a pollutant or a contaminant under any Environmental Law, including any regulated pollutant or contaminant (including any constituent, raw material, product or by-product thereof), petroleum or natural gas hydrocarbons or any liquid or fraction thereof, asbestos or asbestos-containing material, polychlorinated biphenyls, any hazardous or solid waste, and any toxic, radioactive, infectious or hazardous substance, material or agent.

Indebtedness means, with respect to any Person, without duplication, as of the date of determination: (i) all obligations of such Person for borrowed money, including accrued and unpaid interest, and any prepayment fees or penalties, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all lease obligations of such Person capitalized on the books and records of such Person, (iv) all Indebtedness of others secured by a Lien on property or assets owned or acquired by such Person, whether or not the Indebtedness secured thereby have been assumed, (v) all letters of credit or performance bonds issued for the account of such Person, to the extent drawn upon, and (vi) all guarantees of such Person of any Indebtedness of any other Person other than a wholly owned subsidiary of such Person.

Intellectual Property means all intellectual property and similar proprietary rights existing anywhere in the world associated with: (i) patents and patent applications, including continuations, divisionals, continuations-in-part, reissues or reexaminations and patents issuing thereon (collectively, Patents), (ii) trademarks, service marks, trade dress, logos, corporate names, trade names and Internet domain names, together with the goodwill associated with any of the foregoing, and all applications and registrations therefor (collectively, Marks), (iii) copyrights (including such rights in software) and registrations and applications therefor, and works of authorship (collectively, Copyrights), (iv) designs, databases and data compilations, and (v) trade secrets and other proprietary and confidential information, including know-how, inventions (whether or not patentable), processes, formulations, technical data and designs, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Patents (collectively, Trade Secrets).

knowledge means (i) with respect to Parent and its Subsidiaries, the actual knowledge of the individuals listed in Section 8.15(a)(i) of the Parent Disclosure Schedule and (ii) with respect to the Company and its Subsidiaries, the actual knowledge of the individuals listed on Section 8.15(a)(i) of the Company Disclosure Schedule, in both cases after reasonable inquiry.

Liability means any and all debts, liabilities and obligations, whether fixed, contingent or absolute, matured or unmatured, accrued or not accrued, determined or determinable, secured or unsecured, disputed or undisputed, subordinated or unsubordinated, or otherwise.

Lien means any lien, mortgage, pledge, conditional or installment sale agreement, encumbrance, covenant, condition, restriction, charge, option, right of first refusal, easement, security interest, deed of trust, right-of-way, encroachment, occupancy right, community property interest or other restriction of any nature.

Non-U.S. Company Benefit Plan means each Company Benefit Plan that is maintained outside the jurisdiction of the United States.

Order means any charge, order, writ, injunction, judgment, decree, ruling, determination, directive, award or settlement, whether civil, criminal or administrative.

Parent Benefit Plan means each Benefit Plan (i) that is maintained by Parent or any of its Subsidiaries for the benefit of any current or former employee, officer or director of Parent or any of its

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Subsidiaries, or (ii) to which Parent or any of its Subsidiaries contributes or is obligated to contribute or would reasonably be expected to have any Liability, other than a Multiemployer Plan and other than any plan or program maintained by a Governmental Entity to which Parent or any of its Affiliates contributes pursuant to applicable Law.

Parent Closing Price means the volume weighted average price per share (calculated to the nearest one-hundredth of one cent) of Parent Common Stock on the NYSE, for the consecutive period of 20 trading days ending on the third trading day immediately preceding the Effective Time, as calculated by Bloomberg Financial LP under the function VWAP.

Parent Lease means any lease, sublease, license and other agreement under which Parent or any of its Subsidiaries leases, subleases, licenses, uses or occupies (in each case whether as landlord, tenant, sublandlord, subtenant or by other occupancy arrangement), or has the right to use or occupy, now or in the future, any real property.

Parent Material Adverse Effect means any change, effect, event, occurrence or development that (i) has a material adverse effect on the business, operations or financial condition of Parent and its Subsidiaries taken as a whole, excluding, however, the impact of (A) any changes or developments in domestic, foreign or global markets or domestic, foreign or global economic conditions generally, including (1) any changes or developments in or affecting the domestic or any foreign securities, equity, credit or financial markets or (2) any changes or developments in or affecting domestic or any foreign interest or exchange rates, (B) changes in GAAP or any official interpretation or enforcement thereof, (C) changes in Law or any changes or developments in the official interpretation or enforcement thereof by Governmental Entities, (D) changes in domestic, foreign or global political conditions (including the outbreak or escalation of war, military actions, or acts of terrorism), including any worsening of such conditions threatened or existing on the date of this Agreement, (E) weather conditions or other acts of God (including storms, earthquakes, tornados, floods or other natural disasters), (F) any matter set forth in Section 8.15(a)(ii) of the Parent Disclosure Schedule, (G) a decline in the trading price or trading volume of Parent s common stock or any change in the ratings or ratings outlook for Parent or any of its Subsidiaries, (H) the failure to meet any projections, guidance, budgets, forecasts or estimates (provided, that the underlying causes thereof may be considered in determining whether a Parent Material Adverse Effect has occurred if not otherwise excluded hereunder), (I) any action taken or omitted to be taken by Parent or any of its Subsidiaries at the written request of the Company, (J) any actions or claims made or brought by any of the current or former shareholders of Parent (or on their behalf or on behalf of Parent) against Parent or any of its directors, officers or employees arising out of this Agreement or the Mergers, (K) the announcement or the existence of this Agreement if arising from the identity of the Company or its Affiliates and (L) the failure to obtain any approvals or consents from any Governmental Entity in connection with the transactions contemplated by this Agreement; except, with respect to clauses (C) or (E), to the extent that such impact is disproportionately adverse to Parent and its Subsidiaries, taken as a whole, relative to others in the industry or industries in which Parent and its Subsidiaries operate; or (ii) would prevent or materially impair the ability of Parent to consummate the Mergers by the End Date.

Parent Option means a compensatory option to purchase shares of Parent Common Stock.

Parent Permitted Lien means (i) any Lien for Taxes not yet delinquent or that are being contested in good faith by appropriate proceedings or for which adequate reserves have been established by Parent in accordance with GAAP, (ii) vendors , mechanics , materialmen s, carriers , workers , landlords , repairmen s, warehousemen s, construction and other similar Liens (A) with respect to Liabilities that are not yet due and payable or, if due, are not delinquent or (B) that are being contested in good faith by appropriate proceedings and for which adequate reserves (based on good faith estimates of management) have been set aside for the payment thereof or (C) arising or incurred in the ordinary and usual course of business and which are not, individually or in the aggregate, material to the business operations of Parent and its Subsidiaries and do not materially adversely affect the market value or continued use of the asset encumbered thereby, (iii) Liens imposed or promulgated by applicable Law or any Governmental Entity with respect

to real property, including zoning, building or similar restrictions but only to the extent that Parent and its Subsidiaries and their assets are materially in compliance with the same, (iv) pledges or deposits in connection with workers compensation, unemployment insurance, and other social security legislation, (v) Liens relating to intercompany borrowings among Parent and its wholly owned Subsidiaries, (vi) utility easements, minor encroachments, rights of way, imperfections in title, charges, easements, rights of way (whether recorded or unrecorded), restrictions,

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declarations, covenants, conditions, defects and similar Liens, but not including any monetary Liens, that are imposed by any Governmental Entity having jurisdiction thereon or otherwise are typical for the applicable property type and locality as do not individually or in the aggregate materially interfere with the present occupancy or use or market value of the respective Parent Owned Real Property or Parent Lease or otherwise materially impair the business operations of Parent and its Subsidiaries, (vii) Liens to be released at or prior to Closing and (viii) Liens that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Parent PSU Award means a performance-based restricted stock unit award in respect of shares of Parent Common Stock.

Parent Restricted Share Award means an award of restricted shares of Parent Common Stock.

Parent RSU Award means a restricted stock unit award in respect of shares of Parent Common Stock.

Person means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, group (as such term is used in Section 13 of the Exchange Act) or organization, including a Governmental Entity and any permitted successors and assigns of such person.

Proceeding means any action, suit, claim, hearing, arbitration, litigation or other proceeding, in each case, by or before any Governmental Entity.

Required Information means (i) the historical financial statements of the Company which are expressly required by clauses (A) and (B) of paragaph (iv) of Exhibit D of the Debt Commitment Letter and is requested by Parent in writing and (ii) other pertinent and customary historical financial information regarding the Company and its Subsidiaries reasonably requested by Parent in writing that is customarily included in private placement memoranda relating to a 4(a)(2) private placement of debt securities and bank information memoranda, in each case of the type contemplated by the Debt Financing. Notwithstanding anything to the contrary in this definition or otherwise, nothing herein will require the Company to provide (or be deemed to require the Company to prepare) any (A) segment reporting or consolidating financial statements, separate Subsidiary financial statements and other financial statements and data that would be required by Sections 3-05, 3-09, 3-10 and 3-16 of Regulation S-X under the Securities Act, in each case that the Company does not already prepare in connection with the Company SEC Documents, (B) CD&A and other information required by Item 402 of Regulation S-K and information regarding executive compensation and related party disclosure related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A that is not already included in the Company SEC Documents or (C) any other information customarily excluded from private placement memoranda for a 4(a)(2) private placement of debt securities and bank information memoranda. In addition, for the avoidance of doubt, Required Information shall not include pro forma financial information or projections, and Parent shall be solely responsible for any pro forma cost savings, synergies, capitalization, ownership or other post-Closing pro forma adjustments. If the Company shall in good faith reasonably believe that the Required Information has been delivered to Parent, the Company may deliver to Parent a written notice to that effect (stating when it believes the delivery of the Required Information to Parent was completed), in which case the Company shall be deemed to have complied with such obligation to furnish the Required Information and Parent shall be deemed to have received the Required Information, unless Parent in good faith reasonably believes that the Company has not completed delivery of the Required Information and not later than 5:00 p.m. (New York City time) three Business Days after the delivery of such notice by the Company, delivers a written notice to the Company to that effect (stating with specificity which such Required Information the Company has not delivered); provided, that notwithstanding the foregoing, the delivery of the Required Information shall be satisfied at any time at which (and so long as) Parent shall have actually received the Required Information, regardless of whether or when any such notice is delivered by the Company.

Sanctioned Country means any of the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria.

Sanctioned Person means any Person with whom dealings are restricted or prohibited under the Sanctions Laws of the United States, the United Kingdom, the European Union, or the United Nations, including (i) any Person identified in any list of sanctioned person maintained by (A) the United States Department of Treasury, Office of Foreign Assets Control, the United States Department of Commerce, Bureau of Industry and

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Security, or the United States Department of State; (B) Her Majesty s Treasury of the United Kingdom; (C) any committee of the United Nations Security Council; or (D) the European Union; (ii) any Person located, organized, or resident in, organized in, or a Governmental Entity or government instrumentality of, any Sanctioned Country; and (iii) any Person directly or indirectly 50% or more owned or controlled by, or acting for the benefit or on behalf of, a Person described in clause (i) or (ii).

Sanctions Laws means all Laws concerning economic sanctions, including embargoes, export restrictions, the ability to make or receive international payments, the freezing or blocking of assets of a targeted Person, the ability to engage in transactions with specified Persons or countries, or the ability to take an ownership interest in assets of a specified Person or located in a specified country, including any Laws threatening to impose economic sanctions on any Person for engaging in proscribed behavior.

Sensitive Data means cardholder data and sensitive authentication data that must be protected in accordance with the requirements of the Payment Card Industry Data Security Standard.

Specified Contract means any Contract with a customer by which the Company or any of its Subsidiaries is bound (i) that expressly obligates the Company or its Subsidiaries (or following the Closing, Parent or its Subsidiaries) to conduct business with such customer on a preferential or exclusive basis or that contains most favored nation or similar covenants (other than pursuant to any Contracts entered into by the Company or any of its Subsidiaries in effect prior to the execution of this Agreement or provisions in new Contracts with a customer consistent with provisions in Contracts with such customer in effect prior to the execution of this Agreement) or (ii) that involves payments to the Company or its Subsidiaries of more than $36 million per annum that is on terms substantially less favorable in the aggregate to the Company than the Company s Contracts with its Top Customers as of the date hereof.

Subsidiaries of any party means any corporation, partnership, association, trust or other form of legal entity of which (i) 50% or more of the voting power of the outstanding voting securities are directly or indirectly owned by such party or (ii) such party or any Subsidiary of such party is a general partner.

Tax or Taxes means any and all federal, state, local or foreign taxes imposed by any Taxing Authority, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, environmental, stamp, occupation, premium, and property (real or personal) taxes, including any and all interest, penalties, additions to tax or additional amounts imposed by any Governmental Entity with respect thereto.

Tax Return means any return, declaration, report or similar filing required to be filed with respect to Taxes, including any information return, claim for refund, amended return, or declaration of estimated Taxes.

Taxing Authority means any Governmental Entity responsible for the administration or the imposition of any Tax.

U.S. Company Benefit Plan means each Company Benefit Plan that is not a Non-U.S. Company Benefit Plan.

Willful Breach means, with respect to any representation, warranty, agreement or covenant, an action or omission where the breaching party knows or should have known such action or omission is a breach of such representation, warranty, agreement or covenant.

(b) The following terms are defined elsewhere in this Agreement, as indicated below:

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Company Common Shares	3.2(a)
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Company DSU Award	2.3(b)
Company Employees	5.6(a)
Company Expense Reimbursement	7.3(a)
Company Insurance Policies	3.22
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[*SIGNATURE PAGE FOLLOWS*]

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

CONVERGYS CORPORATION

By: /s/ Andrea J. Ayers
Name: Andrea J. Ayers
Title: Chief Executive Officer

[*Signature Page to the Agreement and Plan of Merger*]

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SYNNEX CORPORATION

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

DELTA MERGER SUB I, INC.

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, Legal

DELTA MERGER SUB II, LLC

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, Legal

[*Signature Page to the Agreement and Plan of Merger*]

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LIST OF OMITTED SCHEDULES

The following is a list of all schedules to the merger agreement, which have been omitted pursuant to Item 601(b)(2) of Regulation S-K. SYNNEX hereby agrees to furnish supplementally a copy of any such schedule to the SEC upon request.

Company Disclosure Schedule

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Section 8.15(a)(i)	Knowledge
Section 8.15(a)(ii)	Company Material Adverse Effect

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EXECUTION VERSION

AMENDMENT NO. 1 TO
AGREEMENT AND PLAN OF MERGER
August 22, 2018

This Amendment No. 1, dated as of August 22, 2018 (this Amendment), to the Agreement and Plan of Merger, dated as of June 28, 2018 (the Agreement) is being entered into by and between SYNNEX Corporation (Parent), a Delaware corporation, Delta Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of SYNNEX (Merger Sub I), Concentrix CVG Corporation, a Delaware corporation and a wholly owned subsidiary of SYNNEX (Merger Sub II), and Convergys Corporation, an Ohio corporation (the Company). Capitalized terms not defined herein shall have the meanings given in the Agreement.

RECITALS

WHEREAS, Merger Sub II was initially formed as a Delaware limited liability company under the name of Delta Merger Sub II, LLC, and on August 21, 2018, converted into a Delaware corporation and changed its name to Concentrix CVG Corporation, and so the parties desire to enter into this Amendment to revise the Agreement to take into account such conversion; and

WHEREAS, pursuant to Section 8.11 of the Agreement, the Agreement may be amended if such amendment is in writing and signed by the Company, Parent and each Merger Sub.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth herein and for other good and valuable consideration, the receipt of which are hereby acknowledged, the undersigned parties, hereby intending to be legally bound, agree to amend the Agreement as set forth below.

AGREEMENT

1. Amendment.

(a) All references in the Agreement to Delta Merger Sub II, LLC or Delta Merger Sub II, LLC, a Delaware limited liability company are hereby replaced with Concentrix CVG Corporation or Concentrix CVG Corporation, a Delaware corporation , as applicable, and the definition of Merger Sub II shall mean Concentrix CVG Corporation.

(b) All references in the Agreement to the Delaware Limited Liability Company Act or the DLLCA are hereby replaced with the Delaware General Corporation Law or DGCL, as applicable.

(c) The sixth recital shall be amended and restated in its entirety to read as follows:

WHEREAS, the Board of Directors of Merger Sub II has (a) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub II and its sole stockholder, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (c) resolved to recommend that the sole stockholder of Merger Sub II adopt this Agreement;

(d) Section 1.5(b) is hereby amended and restated in its entirety to read as follows:

At the effective time of the Subsequent Merger, (i) the certificate of incorporation of Merger Sub II, as in effect immediately prior to the effective time of the Subsequent Merger, shall be the certificate of incorporation of the Surviving Company and (ii) the bylaws of Merger Sub II, as in effect immediately prior to the effective time of the Subsequent Merger, shall be the bylaws of the Surviving Company, in each case until thereafter amended in accordance with the provisions thereof and applicable Law provided that, unless otherwise prohibited by Law, the

certificate of incorporation and bylaws of the Surviving Company shall contain provisions no less favorable with respect to exculpation, indemnification of and advancement of expenses to Covered Persons for periods at or prior to the Effective Time than are currently set forth in the articles of incorporation and code of regulations of the Company.

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(e) Section 1.6 is hereby amended so that the following sentence is appended thereto:
The directors of Merger Sub II immediately prior to the Effective Time shall be the initial directors of the Surviving Company in the Subsequent Merger and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

(f) Section 1.7(b) is hereby amended and restated in its entirety to read as follows:
(b) the officers of Merger Sub II immediately prior to the Effective Time shall be the initial officers of the Surviving Company until their respective successors are duly elected and qualified, or their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of Merger Sub II and the DGCL.

(g) Section 2.4 is hereby amended and restated in its entirety to read as follows:
Effect of the Subsequent Merger on Capital Stock. At the effective time of the Subsequent Merger, by virtue of the Subsequent Merger and without any action on the part of Parent, the Company, Merger Subs or any holder of common shares of Merger Sub I or common stock of Merger Sub II, each common share, no par value, of the Company as the surviving corporation in the Initial Merger issued and outstanding immediately prior to the effective time of the Subsequent Merger shall be converted into and become one share of common stock of the Surviving Company, and each share of common stock of Merger Sub II issued and outstanding immediately prior to the effective time of the Subsequent Merger shall remain outstanding as a share of common stock of the Surviving Company.

(h) Section 4.1(a) is hereby amended and restated in its entirety to read as follows:
Parent is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Merger Sub I is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Merger Sub II is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Each of Parent and each Merger Sub has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted.

(i) Section 4.1(c) is hereby amended and restated in its entirety to read as follows:
Parent has made available to the Company prior to the date of this Agreement a true and complete copy of Parent s certificate of incorporation and bylaws, Merger Sub I s certificate of incorporation and bylaws and Merger Sub II s certificate of incorporation and bylaws (collectively, the Parent Organizational Documents), in each case, as amended through the date hereof. The Parent Organizational Documents are in full force and effect, and Parent is not in material violation of any of their provisions.

(j) Section 4.3(a) is hereby amended and restated in its entirety to read as follows:
Each of Parent and each Merger Sub has the requisite corporate power and authority to execute and deliver this Agreement and, subject to the approval of the Parent Share Issuance by a majority of the votes cast by holders of outstanding shares of Parent Common Stock (the Parent Stockholder Approval), to consummate the transactions contemplated hereby, including the Mergers. The execution, delivery and performance by Parent and each Merger Sub of this Agreement and the consummation by each of them of the transactions contemplated hereby, including the Mergers, have been duly and validly authorized by the Parent Board and the Board of Directors of each Merger Sub and, except for the adoption of this Agreement by Parent, as the sole stockholder of Merger Sub I and as the sole stockholder of Merger Sub II (which such adoption shall occur immediately following the execution of this Agreement), the Parent Stockholder Approval and the filing of the Initial Certificates of Merger and the Subsequent Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Delaware, no other corporate action or proceedings on the part of Parent or either Merger Sub, or other vote of Parent s stockholders, or the Merger Subs sole stockholders, are necessary to authorize the execution and delivery by Parent and Merger Subs of this Agreement or the consummation of the transactions contemplated hereby, including the Mergers. (i) The Parent Board has (A) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Parent and its stockholders, (B) declared it advisable to enter

into this Agreement (C) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (D) resolved to recommend that the holders of Parent

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Common Stock approve the Parent Share Issuance (the Parent Recommendation) and (E) directed that the Parent Share Issuance be submitted for consideration by Parent s stockholders at a meeting thereof, (ii) the Board of Directors of Merger Sub I has (A) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub I and its sole shareholder, (B) approved the Mergers, on the terms and subject to the conditions set forth in this Agreement, (C) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (D) resolved to recommend that the sole shareholder of Merger Sub I adopt this Agreement and (iii) the Board of Directors of Merger Sub II has (A) determined that the transactions contemplated by this Agreement, including the Mergers, are advisable, fair to and in the best interests of Merger Sub II and its sole stockholder, (B) approved the Mergers, on the terms and subject to the conditions set forth in this Agreement, (C) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers and (D) resolved to recommend that the sole stockholder of Merger Sub II adopt this Agreement. This Agreement has been duly and validly executed and delivered by Parent and Merger Subs and, assuming this Agreement constitutes the legal, valid and binding agreement of the Company, this Agreement constitutes the legal, valid and binding agreement of Parent and Merger Subs and is enforceable against Parent and Merger Subs in accordance with its terms, except as such enforcement may be subject to the Enforceability Exceptions.

(k) Section 4.17 is hereby amended and restated in its entirety to read as follows:
Merger Subs. Each Merger Sub is a direct wholly owned subsidiary of Parent. As at the date of this Agreement, the authorized capital stock of Merger Sub I consists of 1,000 common shares, par value $0.0001 per share, all of which are validly issued and outstanding. The authorized capital stock of Merger Sub II consists of 1,000 common shares, par value $0.0001 per share, all of which are validly issued and outstanding. All of the issued and outstanding capital stock of each Merger Sub is, and at the Effective Time will be, owned by Parent. There is no outstanding option, warrant, right or any other agreement pursuant to which any Person other than Parent may acquire any equity securities of Merger Sub I or Merger Sub II. Since its date of incorporation, Merger Sub I has not, and prior to the Effective Time will not have, carried on any business or conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto and has, and prior to the Effective Time will have, no assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Mergers and the other transactions contemplated by this Agreement. Since its date of formation and incorporation, Merger Sub II has not, and prior to the effective time of the Subsequent Merger will not have, carried on any business or conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto and has, and prior to the effective time of the Subsequent Merger will have, no assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Mergers and the other transactions contemplated by this Agreement.

(l) The first sentence of Section 5.10(b) is hereby amended and restated in its entirety to read as follows:
For not less than six years from and after the Effective Time, to the extent permitted by applicable Law, the certificate of incorporation and bylaws of the Surviving Company shall contain provisions no less favorable with respect to exculpation, indemnification of and advancement of expenses to Covered Persons for periods at or prior to the Effective Time than are currently set forth in the Company Organizational Documents.

(m) The term Operating Agreement shall be deleted from Section 8.15(b).

All references to this Agreement in the Agreement shall mean the Agreement as amended by this Amendment.

2. References in the Agreement to provisions herein or attachments hereto shall include the provisions of this Amendment.

3. This Amendment, together with the Agreement and all exhibits and schedules thereto, and the Confidentiality Agreement, constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof, and this Amendment is not intended to grant standing to any Person other than the parties hereto.

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4. This Amendment shall not constitute an amendment or waiver of any provision of the Agreement not expressly amended or waived herein and shall not be construed as an amendment, waiver or consent to any action that would require an amendment, waiver or consent except as expressly stated herein. The Agreement, as amended by this Amendment, is and shall continue to be in full force and effect.

5. The provisions of Article VIII of the Agreement shall apply to this Amendment *mutatis mutandis* unless otherwise modified herein.

[*signature page follows*]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement and Plan of Merger to be duly executed by their respective authorized officers as of the day and year first above written.

CONCENTRIX
CORPORATION

By: /s/ Andre S. Valentine
Name: Andre S. Valentine
Title: Chief Financial Officer

[Signature Page to Merger Agreement Amendment]

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SYNNEX CORPORATION

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

CONCENTRIX CVG CORPORATION

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, Legal

DELTA MERGER SUB I, INC.

By: /s/ Simon Y. Leung
Name: Simon Y. Leung
Title: Senior Vice President, Legal

[Signature Page to Merger Agreement Amendment]

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Annex B

Centerview Partners LLC
31 West 52nd Street
New York, NY 10019

June 28, 2018

The Board of Directors
Convergys Corporation
201 East Fourth Street
Cincinnati, OH, 45202

The Board of Directors:

You have requested our opinion as to the fairness, from a financial point of view, to the holders of the outstanding shares of common stock, no par value per share (the Company Shares) (other than Excluded Shares, as defined below), of Convergys Corporation, an Ohio corporation (the Company), of the Consideration (as defined below) proposed to be paid to such holders pursuant to the Agreement and Plan of Merger (the Agreement) proposed to be entered into by and among the Company, SYNNEX Corporation, a Delaware corporation (Parent), Delta Merger Sub I, Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent (Merger Sub I) and Delta Merger Sub II, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of Parent (Merger Sub II). The Agreement provides, among other things, that Merger Sub I will be merged with and into the Company with the Company surviving (the Initial Merger), and immediately following the Initial Merger, the Company will be merged with and into Merger Sub II with Merger Sub II surviving (the Subsequent Merger and, collectively with the Initial Merger, the Mergers and the Mergers, together with the transactions contemplated by the Agreement, the Transaction), and in the Initial Merger, each issued and outstanding Company Share immediately prior to the effective time of the Initial Merger (other than Cancelled Shares, Converted Shares and Dissenting Shares (each as defined in the Agreement, and together with any other Company Shares held by any affiliate of the Company or Parent, Excluded Shares)), will be converted into the right to receive (i) a portion of a share of common stock, par value $0.001 per share (the Parent Shares), of Parent equal to the Exchange Ratio (as defined below) (the Stock Consideration) and (ii) $13.25 in cash, without interest (the Cash Consideration , and taken together (and not separately) with the Stock Consideration, the Consideration). The Agreement provides that the Exchange Ratio will be calculated as follows: (i) if the Parent Closing Price[1] is less than 85% of the Base Parent Trading Price[2], the Base Exchange Ratio[3] multiplied by 1.05882, (ii) if the Parent Closing Price is greater than or equal to 85% of the Base Parent Trading Price and less than 90% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by the quotient of (A) 90% of the Base Parent Trading Price divided by (B) the Parent Closing Price, (iii) if the Parent Closing Price is greater than or equal to 90% of the Base Parent Trading Price and less than or equal to 110% of the Base Parent Trading Price, the Base Exchange Ratio, (iv) if the Parent Closing Price is greater than 110% of the Base Parent Trading Price and less than or equal to 115% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by the quotient of (A) 110% of the Base Parent Trading Price divided by (B) the Parent Closing Price and (v) if the Parent Closing Price is greater than 115% of the Base Parent Trading Price, the Base Exchange Ratio multiplied by 0.95652.

[1] Parent Closing Price means the volume weighted average price per share (calculated to the nearest one-hundredth of one cent) of Parent Common Stock on the NYSE, for the consecutive period of 20 trading days ending on the third trading day immediately preceding the Effective Time (as defined in the Agreement), as calculated by Bloomberg Financial LP under the function VWAP.

2 Base Parent Trading Price means $111.0766.
3 Base Exchange Ratio means 0.1193.

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We have acted as financial advisor to the Board of Directors of the Company in connection with the Transaction. We will receive a fee for our services in connection with the Transaction, a portion of which is payable upon the rendering of this opinion and a substantial portion of which is contingent upon the consummation of the Transaction. In addition, the Company has agreed to reimburse certain of our expenses arising, and indemnify us against certain liabilities that may arise, out of our engagement.

We are a securities firm engaged directly and through affiliates and related persons in a number of investment banking, financial advisory and merchant banking activities. In the past two years, we have been engaged to provide certain financial advisory services to the Company from time to time, including in connection with an acquisition transaction, and we have received compensation from the Company for such services. In the past two years, we have not been engaged to provide financial advisory or other services to Parent, and we have not received any compensation from Parent during such period. We may provide investment banking and other services to or with respect to the Company or Parent or their respective affiliates in the future, for which we may receive compensation. Certain (i) of our and our affiliates directors, officers, members and employees, or family members of such persons, (ii) of our affiliates or related investment funds and (iii) investment funds or other persons in which any of the foregoing may have financial interests or with which they may co-invest, may at any time acquire, hold, sell or trade, in debt, equity and other securities or financial instruments (including derivatives, bank loans or other obligations) of, or investments in, the Company, Parent, or any of their respective affiliates, or any other party that may be involved in the Transaction.

In connection with this opinion, we have reviewed, among other things: (i) a draft of the Agreement dated June 28, 2018 (the Draft Agreement); (ii) Annual Reports on Form 10-K of the Company for the years ended December 31, 2017, December 31, 2016 and December 31, 2015 and Annual Reports on Form 10-K of Parent for the years ended November 30, 2017, November 30, 2016 and November 30, 2015; (iii) certain interim reports to shareholders and Quarterly Reports on Form 10-Q of the Company and Parent; (iv) certain publicly available research analyst reports for the Company and Parent; (v) certain other communications from the Company and Parent to their respective shareholders; (vi) certain internal information relating to the business, operations, earnings, cash flow, assets, liabilities and prospects of the Company, including certain financial forecasts, analyses and projections relating to the Company prepared by management of the Company and furnished to us by the Company for purposes of our analysis (the Company Forecasts) (collectively, the Company Internal Data); (vii) certain internal information relating to the business, operations, earnings, cash flow, assets, liabilities and prospects of Parent (collectively, the Parent Internal Data); (viii) certain publicly available research analysts estimates relating to Parent for calendar years 2018 and 2019 as extrapolated based on discussions with the management of Parent and furnished to us by the Company for purposes of our analysis (the Parent Public Forecasts) and (ix) certain cost savings and operating synergies projected by the management of Parent to result from the Transaction furnished to us by the Company for purposes of our analysis (the Synergies). We have participated in discussions with members of the senior management and representatives of the Company and Parent regarding their assessment of the Company Internal Data (including, without limitation, the Company Forecasts), the Parent Internal Data, the Parent Public Forecasts and the Synergies, as appropriate, and the strategic rationale for the Transaction. In addition, we reviewed publicly available financial and stock market data, including valuation multiples, for the Company and Parent and compared that data with similar data for certain other companies, the securities of which are publicly traded, in lines of business that we deemed relevant. We also compared certain of the proposed financial terms of the Transaction with the financial terms, to the extent publicly available, of certain other transactions that we deemed relevant and conducted such other financial studies and analyses and took into account such other information as we deemed appropriate.

We have assumed, without independent verification or any responsibility therefor, the accuracy and completeness of the financial, legal, regulatory, tax, accounting and other information supplied to, discussed with, or reviewed by us for purposes of this opinion and have, with your consent, relied upon such information as being complete and accurate. In that regard, we have assumed, at your direction, that the Company Internal Data (including, without

limitation, the Company Forecasts) have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of the Company as to the matters covered thereby, that the Parent Internal Data and the Synergies have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of Parent as to the matters covered thereby, that the Parent Public Forecasts are a reasonable basis upon which to evaluate the future financial performance of Parent, and we have relied, at your direction, on the Company Internal Data, the Parent Internal Data, the Parent

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Public Forecasts and the Synergies for purposes of our analysis and this opinion. We express no view or opinion as to the Company Internal Data (including, without limitation, the Company Forecasts), the Parent Internal Data, the Parent Public Forecasts, the Synergies or the assumptions on which they are based. In addition, at your direction, we have not made any independent evaluation or appraisal of any of the assets or liabilities (contingent, derivative, off-balance-sheet or otherwise) of the Company or Parent, nor have we been furnished with any such evaluation or appraisal, and we have not been asked to conduct, and did not conduct, a physical inspection of the properties or assets of the Company or Parent. We have assumed, at your direction, that the final executed Agreement will not differ in any respect material to our analysis or this opinion from the Draft Agreement reviewed by us. We have also assumed, at your direction, that the Transaction will be consummated on the terms set forth in the Agreement and in accordance with all applicable laws and other relevant documents or requirements, without delay or the waiver, modification or amendment of any term, condition or agreement, the effect of which would be material to our analysis or this opinion and that, in the course of obtaining the necessary governmental, regulatory and other approvals, consents, releases and waivers for the Transaction, no delay, limitation, restriction, condition or other change, including any divestiture requirements or amendments or modifications, will be imposed, the effect of which would be material to our analysis or this opinion. We have not evaluated and do not express any opinion as to the solvency or fair value of the Company or Parent, or the ability of the Company or Parent to pay their respective obligations when they come due, or as to the impact of the Transaction on such matters, under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. We are not legal, regulatory, tax or accounting advisors, and we express no opinion as to any legal, regulatory, tax or accounting matters.

We express no view as to, and our opinion does not address, the Company s underlying business decision to proceed with or effect the Transaction, or the relative merits of the Transaction as compared to any alternative business strategies or transactions that might be available to the Company or in which the Company might engage. This opinion is limited to and addresses only the fairness, from a financial point of view, as of the date hereof, to the holders of the Company Shares (other than Excluded Shares) of the Consideration to be paid to such holders pursuant to the Agreement. We have not been asked to, nor do we express any view on, and our opinion does not address, any other term or aspect of the Agreement or the Transaction, including, without limitation, the structure or form of the Transaction, or any other agreements or arrangements contemplated by the Agreement or entered into in connection with or otherwise contemplated by the Transaction, including, without limitation, the fairness of the Transaction or any other term or aspect of the Transaction to, or any consideration to be received in connection therewith by, or the impact of the Transaction on, the holders of any other class of securities, creditors or other constituencies of the Company or any other party. In addition, we express no view or opinion as to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to be paid or payable to any of the officers, directors or employees of the Company or any party, or class of such persons in connection with the Transaction, whether relative to the Consideration to be paid to the holders of the Company Shares pursuant to the Agreement or otherwise. Our opinion is necessarily based on financial, economic, monetary, currency, market and other conditions and circumstances as in effect on, and the information made available to us as of, the date hereof, and we do not have any obligation or responsibility to update, revise or reaffirm this opinion based on circumstances, developments or events occurring after the date hereof. We express no view or opinion as to what the value of Parent Shares actually will be when issued pursuant to the Transaction or the prices at which the Company Shares or Parent Shares will trade or otherwise be transferable at any time, including following the announcement or consummation of the Transaction. Our opinion does not constitute a recommendation to any shareholder of the Company or any other person as to how such shareholder or other person should vote or otherwise act with respect to the Transaction or any other matter.

Our financial advisory services and the opinion expressed herein are provided for the information and assistance of the Board of Directors of the Company (in their capacity as directors and not in any other capacity) in connection with and for purposes of its consideration of the Transaction. The issuance of this opinion was approved by the Centerview Partners LLC Fairness Opinion Committee.

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Based upon and subject to the foregoing, including the various assumptions made, procedures followed, matters considered, and qualifications and limitations set forth herein, we are of the opinion, as of the date hereof, that the Consideration to be paid to the holders of Company Shares (other than Excluded Shares) pursuant to the Agreement is fair, from a financial point of view, to such holders.

Very truly yours,

/s/ Centerview Partners LLC

CENTERVIEW PARTNERS LLC

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Annex C

June 27, 2018

The Board of Directors
SYNNEX Corporation
44201 Nobel Drive
Fremont, CA 94538

Members of the Board of Directors:

We understand that SYNNEX Corporation (SYNNEX) proposes to enter into an Agreement and Plan of Merger (the Agreement) among SYNNEX, Delta Merger Sub I, a direct wholly owned subsidiary of SYNNEX (Merger Sub I), Delta Merger Sub II, a direct wholly owned subsidiary of SYNNEX (Merger Sub II), and Convergys Corporation (Convergys), pursuant to which, among other things, (i) Merger Sub I will merge with and into Convergys, with Convergys surviving as a wholly owned subsidiary of SYNNEX, and (ii) immediately thereafter Convergys will merge with and into Merger Sub II, with Merger Sub II surviving as a wholly owned subsidiary of SYNNEX (collectively, the Transaction), and each outstanding common share, without par value, of Convergys (Convergys Common Stock) will be converted into the right to receive (i) $13.25 in cash (the Cash Consideration) and (ii) 0.1193 shares (such number of shares, the Stock Consideration and, together with the Cash Consideration, the Consideration) of the common stock, par value $0.001 per share, of SYNNEX (SYNNEX Common Stock), subject to certain adjustments described in the Agreement. The terms and conditions of the Transaction are more fully set forth in the Agreement.

You have requested our opinion as to the fairness, from a financial point of view, to SYNNEXof the Consideration to be paid by SYNNEX in the Transaction.

In connection with this opinion, we have, among other things:

(i) reviewed certain publicly available business and financial information relating to Convergys and SYNNEX;
(ii) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Convergys furnished to or discussed with us by the management of Convergys, including certain financial forecasts relating to Convergys prepared by the management of Convergys (the Convergys Forecasts);
(iii) reviewed certain financial forecasts relating to Convergys and certain extrapolations thereto prepared by or at the direction of and approved by the management of SYNNEX (the Adjusted Convergys Forecasts) and discussed with the management of SYNNEX its assessments as to the relative likelihood of achieving the future financial results reflected in the Convergys Forecasts and the Adjusted Convergys Forecasts;
(iv) reviewed certain internal financial and operating information with respect to the business, operations and prospects of SYNNEX furnished to or discussed with us by the management of SYNNEX, including certain financial forecasts relating to SYNNEX and certain extrapolations thereto prepared by or at the direction of and approved by the management of SYNNEX (such forecasts, the SYNNEX Forecasts);
(v) reviewed certain estimates as to the amount and timing of cost savings and the costs of achieving such cost savings (collectively, the Cost Savings) anticipated by the management of SYNNEX to result from the Transaction;
(vi) discussed the past and current business, operations, financial condition and prospects of Convergys with members of senior managements of Convergys and SYNNEX, and discussed the past and current business, operations, financial condition and prospects of SYNNEX with members of senior management of SYNNEX;
(vii) discussed with the management of SYNNEX its assessments as to Convergys's existing and future relationships, agreements and arrangements with, and SYNNEX's ability to retain, key customers of Convergys;

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(viii) reviewed the potential pro forma financial impact of the Transaction on the future financial performance of SYNNEX, including the potential effect on SYNNEX's estimated earnings per share;

(ix) reviewed the trading histories for Convergys Common Stock and SYNNEX Common Stock and a comparison of such trading histories with each other and with the trading histories of other companies we deemed relevant;

(x) compared certain financial and stock market information of Convergys and SYNNEX with similar information of other companies we deemed relevant;

(xi) compared certain financial terms of the Transaction to financial terms, to the extent publicly available, of other transactions we deemed relevant;

(xii) reviewed the relative financial contributions of Convergys and SYNNEX on a standalone basis to the future financial performance of the combined company on a pro forma basis;

(xiii) reviewed a draft, dated June 27, 2018, of the Agreement (the Draft Agreement); and

(ix) performed such other analyses and studies and considered such other information and factors as we deemed appropriate.

In arriving at our opinion, we have assumed and relied upon, without independent verification, the accuracy and completeness of the financial and other information and data publicly available or provided to or otherwise reviewed by or discussed with us and have relied upon the assurances of the managements of SYNNEX and Convergys that they are not aware of any facts or circumstances that would make such information or data inaccurate or misleading in any material respect. With respect to the Convergys Forecasts, we have been advised by Convergys, and have assumed, that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of Convergys as to the future financial performance of Convergys. With respect to the Adjusted Convergys Forecasts, the SYNNEX Forecasts and the Cost Savings, we have assumed, at the direction of SYNNEX, that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of SYNNEX as to the future financial performance of Convergysand SYNNEX and the other matters covered thereby and, based on the assessments of the management of SYNNEX as to the relative likelihood of achieving the future financial results reflected in the Convergys Forecasts and the Adjusted Convergys Forecasts, we have relied, at the direction of SYNNEX, on the Adjusted Convergys Forecasts for purposes of our opinion. We have also relied, at the direction of SYNNEX, on the assessments of the management of SYNNEX as to SYNNEX s ability to achieve the Cost Savings and have been advised by SYNNEX, and have assumed, that the Cost Savings will be realized in the amounts and at the times projected. We have relied, at the direction of SYNNEX, upon the assessments of the management of SYNNEX as to Convergys s existing and future relationships, agreements and arrangements with, and SYNNEX s ability to retain, key customers of Convergys and have assumed, at the direction of SYNNEX, that the Transaction will not adversely impact Convergys s relationships, agreements or arrangements with such customers. We have not made or been provided with any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of Convergysor SYNNEX, nor have we made any physical inspection of the properties or assets of Convergysor SYNNEX. We have not evaluated the solvency or fair value of Convergys or SYNNEX under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. We have assumed, at the direction of SYNNEX, that the Transaction will be consummated in accordance with its terms, without waiver, modification or amendment of any material term, condition or agreement and that, in the course of obtaining the necessarygovernmental, regulatory and other approvals, consents, releases and waivers for the Transaction, no delay, limitation, restriction or condition, including any divestiture requirements or amendments or modifications, will be imposed that would have an adverse effect on Convergys, SYNNEX or the contemplated benefits of the Transaction. We also have assumed, at the direction of SYNNEX, that the Transaction will qualify for federal income tax purposes as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended. We also have assumed, at the direction of SYNNEX, that the final executed Agreement will not differ in any material respect from the Draft Agreement reviewed by us.

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We express no opinion or view as to any terms or other aspects or implications of the Transaction (other than the Consideration to the extent expressly specified herein), including, without limitation, the form or structure of the Transaction, including, without limitation, any potential adjustments that may be made to the Stock Consideration pursuant to the Agreement, or any terms, aspects or implications of any voting agreement or any other agreement, arrangement or understanding that may be entered into in connection with or related to the Transaction or otherwise. We were not requested to, and we did not, participate in the negotiation of the terms of the Transaction, nor were we requested to, and we did not, provide any advice or services in connection with the Transaction other than the delivery of this opinion. We express no view or opinion as to any such matters. Our opinion is limited to the fairness, from a financial point of view, to SYNNEX of the Consideration to be paid in the Transaction and no opinion or view is expressed with respect to any consideration received in connection with the Transaction by the holders of any class of securities, creditors or other constituencies of any party. In addition, no opinion or view is expressed with respect to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to any of the officers, directors or employees of any party to the Transaction, or class of such persons, relative to the Consideration. Furthermore, no opinion or view is expressed as to the relative merits of the Transaction in comparison to other strategies or transactions that might be available to SYNNEX or in which SYNNEX might engage or as to the underlying business decision of SYNNEX to proceed with or effect the Transaction. We are not expressing any opinion or view as to what the value of SYNNEXCommon Stock actually will be when issued or the prices at which SYNNEXCommon Stock or ConvergysCommon Stock will trade at any time, including following announcement or consummation of the Transaction. We also are not expressing any opinion or view with respect to, and we have relied, at the direction of SYNNEX, upon the assessments of management of SYNNEX regarding, legal, regulatory, accounting, tax and similar matters relating to SYNNEX, Convergys or the Transaction, as to which matters we understand that SYNNEX obtained such advice as it deemed necessary from qualified professionals. In addition, we express no opinion or recommendation as to how any stockholder of SYNNEX or shareholder of Convergys should vote or act in connection with the Transaction or any related matter.

We have acted as financial advisor to the Board of Directors of SYNNEX solely to render this opinion and will receive a fee for our services, all of which is payable upon the rendering of this opinion. We and certain of our affiliates also are participating in the financing for the Transaction, for which services we and our affiliates will receive significant compensation contingent on the consummation of the Transaction, including acting as joint lead arranger and joint bookrunner in connection with SYNNEX s $1.8 billion bridge financing and any takeout financing associated with such bridge financing. In addition, SYNNEX has agreed to reimburse our expenses and indemnify us against certain liabilities arising out of our engagement.

We and our affiliates comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals. In the ordinary course of our businesses, we and our affiliates may invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions in equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of SYNNEX, Convergys and certain of their respective affiliates.

We and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to SYNNEX and have received or in the future may receive compensation for the rendering of these services, including (i) having acted or acting as administrative agent, joint bookrunner and co-lead arranger for, and as a lender (including a swing-line and letter of credit lender) under, SYNNEX s $1.8 billion term loan and revolving credit facility due September 1, 2022, (ii) having provided or providing certain derivatives and/or foreign exchange trading services to SYNNEX and (iii) having provided or providing certain treasury services and products to SYNNEX.

In addition, we and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to Convergys and have received or

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in the future may receive compensation for the rendering of these services, including (i) having acted or acting as joint bookrunner and co-lead arranger for, and as a lender under, Convergys s $515 million term loan and revolving credit facility due January 1, 2022 and (ii) having provided or providing certain treasury services and products to Convergys.

It is understood that this letter is for the benefit and use of the Board of Directors of SYNNEX (in its capacity as such) in connection with and for purposes of its evaluation of the Transaction.

Our opinion is necessarily based on financial, economic, monetary, market and other conditions and circumstances as in effect on, and the information made available to us as of, the date hereof. It should be understood that subsequent developments may affect this opinion, and we do not have any obligation to update, revise, or reaffirm this opinion. The issuance of this opinion was approved by a fairness opinion review committee of Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Based upon and subject to the foregoing, including the various assumptions and limitations set forth herein, we are of the opinion on the date hereof that the Consideration to be paid in the Transaction by SYNNEX is fair, from a financial point of view, to SYNNEX.

Very truly yours,

/s/ Merrill Lynch, Pierce, Fenner & Smith Incorporated

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

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Annex D

EXECUTION VERSION

VOTING AGREEMENT

This Voting Agreement (this "Agreement"), dated as of June 28, 2018, is entered into by and between SYNNEX Corporation, a Delaware corporation ("Parent"), and each of the undersigned shareholders (each, a "Shareholder") of Convergys Corporation, an Ohio corporation (the "Company").

WHEREAS, on the terms and subject to the conditions of the Agreement and Plan of Merger (as the same may be amended, supplemented or modified, the "Merger Agreement"), dated as of the date hereof, by and among the Company, Parent, Delta Merger Sub I, Inc. ("Merger Sub I") and Delta Merger Sub II, LLC, the Company will be merged with and into Merger Sub I, with the Company as the surviving corporation (the "Initial Merger");

WHEREAS, as of the date of this Agreement, the Shareholders own beneficially or of record, and have the power to vote or direct the voting of, certain shares of common stock, no par value, of the Company (the "Company Common Shares"); and

WHEREAS, as a condition and inducement for Parent to enter into the Merger Agreement, Parent has required that each Shareholder, in his or her capacity as a shareholder of the Company, enter into this Agreement, and the Shareholders have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**. Capitalized terms not defined in this Agreement have the meanings assigned to those terms in the Merger Agreement.
2. **Effectiveness; Termination**. This Agreement shall be effective upon execution by all parties hereto. This Agreement, and all obligations, terms and conditions contained herein, shall automatically terminate without any further action required by any person upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms, (b) the Effective Time and (c) a Company Adverse Recommendation Change. In addition to the foregoing, this Agreement may be terminated with respect to any Shareholder (i) by written consent of the Parent and such Shareholder, or (ii) upon written notice to Parent by such Shareholder at any time following the making of any change, by amendment, waiver or other modification to any provision of the Merger Agreement that decreases the amount or changes the form of the Merger Consideration. Notwithstanding the foregoing, this Section 2 and Sections 13 through 19 hereof shall survive any such termination.
3. **Voting Agreement**. From the date hereof until the termination of this Agreement in accordance with its terms (the "Support Period"), each Shareholder irrevocably and unconditionally hereby agrees that at any meeting (whether annual or special and each postponement, recess, adjournment or continuation thereof) of the Company's shareholders, however called, and in connection with any written consent of the Company's shareholders, such Shareholder shall (i) appear at such meeting or otherwise cause all of his or her Existing Shares (as defined below), and all other Company Common Shares over which he or she has acquired beneficial or record ownership and the power to vote or direct the voting thereof after the date hereof and prior to the applicable record date (together with the Existing Shares, the "Shares") to be counted as present thereat for purposes of calculating a quorum, and (ii) vote or cause to be voted (including by proxy or written consent, if applicable) all of his or her Shares: (A) in favor of the adoption of the Merger Agreement and the consummation of the transactions contemplated thereby, including the Mergers, (B) in favor of any proposal to adjourn or postpone such meeting of the Company's shareholders to a later

date if there are not sufficient votes to approve the Merger Agreement and in favor of any advisory, non-binding compensation proposal set forth in the Joint Proxy Statement/Prospectus and submitted to the shareholders of the Company in connection with the Mergers, (C) against any action or proposal in favor of a Company Takeover Proposal, (D) against any action or proposal that could reasonably be expected to interfere with or delay the timely consummation of the Mergers and (E) against any amendments to the Company

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Organizational Documents if such amendment would reasonably be expected to prevent or delay the consummation of the Closing. Each Shareholder covenants and agrees that, except for this Agreement, he or she has not entered into, and shall not enter into during the Support Period, any voting agreement or voting trust with respect to his or her Shares.

4. **Proxy**. During the Support Period, each Shareholder hereby irrevocably and unconditionally grants to, and appoints, Parent or any designee of Parent as such Shareholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such Shareholder, to vote or cause to be voted (including by proxy or written consent, if applicable) the Shares as of the applicable record date in accordance with Section 3; provided that each Shareholder's grant of the proxy contemplated by this Section 4 shall be effective if, and only if, such Shareholder has not delivered to the Company prior to the meeting at which any of the matters described in Section 3 are to be considered, a duly executed irrevocable proxy card directing that all of his or her Shares be voted in accordance with Section 3; provided, further, that any grant of such proxy shall only entitle Parent or its designee to vote on the matters specified by Section 3, and each Shareholder shall retain the authority to vote on all other matters. Each Shareholder hereby represents that any proxies heretofore given in respect of his or her Shares with respect to the matters specified by Section 3, if any, are revocable, and hereby revokes all other proxies. Each Shareholder hereby affirms that the irrevocable proxy set forth in this Section 4, if it becomes effective, is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Shareholder under this Agreement. The parties hereby further affirm that the irrevocable proxy, if it becomes effective, is coupled with an interest and is intended to be irrevocable until the termination of this Agreement, at which time it will terminate automatically. If for any reason any proxy granted herein is not irrevocable and is revoked after it becomes effective, then the Shareholder agrees, until the termination of this Agreement, to vote the Shares in accordance with Section 3. The parties agree that the foregoing is a voting agreement.

5. **Transfer Restrictions Prior to the Initial Merger**. Each Shareholder hereby agrees that he or she will not, during the Support Period, without the prior written consent of Parent, sell, transfer, assign, pledge, give, tender in any tender or exchange offer or similarly dispose of any of his or her Shares, or any interest therein, including the right to vote any of his or her Shares, as applicable (a "Transfer"); provided, that a Shareholder may (i) Transfer his or her Shares for estate planning or philanthropic purposes so long as the transferee, prior to the date of Transfer, agrees in a signed writing to be bound by and comply with the provisions of this Agreement, in which case such Shareholder shall remain responsible for any breach of this Agreement by such transferee, or Transfer his or her Shares at such Shareholder's death pursuant to Law or such Shareholder's estate plan (provided, that the transferee agrees in a signed writing to be bound by and comply with the provisions of this Agreement) or (ii) surrender his or her Shares to the Company in connection with the vesting, settlement or exercise of Company Equity Awards to satisfy any withholding for the payment of taxes incurred in connection with such vesting, settlement or exercise, or, in respect of Company Options, the exercise price thereon.

6. **Representations of the Shareholder**. Each Shareholder represents and warrants to Parent as follows: (a) such Shareholder has full legal right, capacity and authority to execute and deliver this Agreement, to perform such Shareholder's obligations hereunder and to consummate the transactions contemplated hereby; (b) this Agreement has been duly and validly executed and delivered by such Shareholder and constitutes a valid and legally binding agreement of such Shareholder, enforceable against such Shareholder in accordance with its terms, and no other action is necessary to authorize the execution and delivery of this Agreement by such Shareholder orthe performance of his or her obligations hereunder; (c) the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any Law or require any authorization, consent or approval of, or filing with, any Governmental Entity or require any consent of such Shareholder's spouse that are necessary under any community property or other laws; (d) such Shareholder beneficially owns, has good and marketable title to, and has the power to vote or direct the voting of the Company Common Shares set forth on **Schedule A** (the "Existing Shares"); and (e) such Shareholder beneficially owns his or her Shares free and clear of any proxy, voting restriction, adverse claim

or other Lien (other than any restrictions under applicable federal or state securities laws) that would

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prevent such Shareholder s performance of its his or her obligations under this Agreement. As used in this Agreement, the terms beneficial owner, beneficially own and beneficial ownership shall have the meaning set forth in Rule 13d-3 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

7. **Non-solicitation**. Each Shareholder acknowledges and agrees that such Shareholder has received a copy of the Merger Agreement, has read the provisions set forth in Section 5.4 thereof and all related sections and understands the obligations of the directors and officers of the Company thereunder.

8. **Waiver of Appraisal Rights**. Each Shareholder hereby irrevocably and unconditionally waives, and agrees not to assert or perfect, any rights of appraisal or rights to dissent from the Initial Merger that such Shareholder may have.

9. **Publicity**. Each Shareholder hereby authorizes Parent and the Company to publish and disclose in any announcement or disclosure in connection with the Mergers, including in the Joint Proxy Statement/Prospectus or any other filing with any Governmental Entity made in connection with the Mergers, such Shareholder's identity and ownership of his or her Shares and the nature of such Shareholder's obligations under this Agreement. Each Shareholder agrees to notify Parent as promptly as reasonably practicable of any inaccuracies or omissions in any information relating to such Shareholder that is so published or disclosed.

10. **Entire Agreement**. This Agreement and the Merger Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, other than, with respect to any employment agreement between such Shareholder and the Company, Parent or their respective affiliates. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person not a party to this Agreement any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Parent acknowledges and agrees that, except as expressly provided herein, nothing in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the applicable Shareholder, and Parent shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct such Shareholder in the voting of any of the Shares, except as otherwise expressly provided herein. This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture or other like relationship between the parties.

11. **Assignment**. This Agreement shall not be assigned by operation of law or otherwise and shall be binding upon and inure solely to the benefit of each party hereto.

12. **Specific Enforcement**. The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and accordingly (a) the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to specific performance of the terms hereof, in each case in the Chosen Courts, this being in addition to any other remedy to which they are entitled at law or in equity, (b) the parties waive any requirement for the securing or posting of any bond in connection with the obtaining of any specific performance or injunctive relief and (c) the parties will waive, in any action for specific performance, the defense of adequacy of a remedy at law.

13. **Governing Law and Enforceability**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

In addition, in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement or the transactions contemplated hereby, each of the parties hereto consents in writing to the fullest extent permitted by law, to the sole and exclusive forum of the Chosen Courts.

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Each party agrees that service of process upon such party in any such claim, action or proceeding shall be effective if notice is given in accordance with Section 14.

14. **Notice**. All notices and other communications hereunder shall be in writing and shall be deemed given (a) upon personal delivery to the party to be notified; (b) when received when sent by email or facsimile by the party to be notified; provided, that notice given by email or facsimile shall not be effective unless either (i) a duplicate copy of such email or fax notice is promptly given by one of the other methods described in this Section 14 or (ii) the receiving party delivers a written confirmation of receipt for such notice either by email or fax or any other method described in this Section 14; or (c) when delivered by a courier (with confirmation of delivery); if to a Shareholder, to the address set forth with respect to such Shareholder in **Schedule A** hereto, and if to Parent, to the address set forth in Section 8.7 of the Merger Agreement.

15. **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

16. **Amendments; Waivers**. At any time prior to a termination of this Agreement pursuant to Section 2, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, (a) in the case of an amendment, by Parent and each Shareholder, and (b) in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

17. **Waiver of Jury Trial**. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. **No Representative Capacity**. Notwithstanding anything to the contrary herein, this Agreement applies solely to each Shareholder in his or her individual capacity as a shareholder, and, to the extent the Shareholder serves as a member of the board of directors or officer of the Company or as a fiduciary for others, nothing in this Agreement shall limit or affect any actions or omissions taken by a Shareholder in such Shareholder's capacity as a director or officer or as a fiduciary for others, including in exercising rights under the Merger Agreement, and no such actions or omissions shall be deemed a breach of this Agreement or shall be construed to prohibit, limit or restrict a Shareholder from discharging such Shareholder's duties as a director or officer or as a fiduciary for others.

19. **Counterparts**. The parties may execute this Agreement in one or more counterparts, including by facsimile or other electronic signature. All the counterparts will be construed together and will constitute one Agreement.

[*Signature pages follow*]

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SIGNED as of 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

SHAREHOLDER:

/s/ Andrea J. Ayers
Andrea J. Ayers

SHAREHOLDER:

/s/ Cheryl K. Beebe
Cheryl K. Beebe

SHAREHOLDER:

/s/ Richard R. Devenuti
Richard R. Devenuti

SHAREHOLDER:

/s/ Jeffrey H. Fox
Jeffrey H. Fox

SHAREHOLDER:

/s/ Joseph E. Gibbs
Joseph E. Gibbs

SHAREHOLDER:

/s/ Joan E. Herman
Joan E. Herman

SHAREHOLDER:

/s/ Robert E. Knowling, Jr.
Robert E. Knowling, Jr.

SHAREHOLDER:

/s/ Thomas L. Monahan III
Thomas L. Monahan III

SHAREHOLDER:

/s/ Ronald L. Nelson
Ronald L. Nelson

SHAREHOLDER:

/s/ Andre S. Valentine
Andre S. Valentine

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SCHEDULE A

Shareholder Information

Existing Shares	Name and Address for Notices
228,122	**Andrea J. Ayers** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
9,654	**Cheryl K. Beebe** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
23,562	**Richard R. Devenuti** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
620,195 (includes 315,000 Common Shares held indirectly as to which Mr. Fox disclaims beneficial ownership)	**Jeffrey H. Fox** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
5,195	**Joseph E. Gibbs** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
33,612	**Joan E. Herman** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
0	**Robert E. Knowling, Jr.** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
38,594	**Thomas L. Monahan III** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
44,658	**Ronald L. Nelson** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202
78,466	**Andre S. Valentine** Convergys Corporation 201 E. Fourth Street Cincinnati, Ohio 45202

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Annex E

1701.84 Dissenting shareholders entitled to relief.

(A) Except as provided in division (B) of this section, the following are entitled to relief as dissenting shareholders under section 1701.85 of the Revised Code:

(1) Shareholders of a domestic corporation that is being merged or consolidated into a surviving or new entity, domestic or foreign, pursuant to section 1701.78, 1701.781, 1701.79, 1701.791, or 1701.801 of the Revised Code;

(2) In the case of a merger into a domestic corporation, shareholders of the surviving corporation who under section 1701.78 or 1701.781 of the Revised Code are entitled to vote on the adoption of an agreement of merger, but only as to the shares so entitling them to vote;

(3) Shareholders, other than the parent corporation, of a domestic subsidiary corporation that is being merged into the domestic or foreign parent corporation pursuant to section 1701.80 of the Revised Code;

(4) In the case of a combination or a majority share acquisition, shareholders of the acquiring corporation who under section 1701.83 of the Revised Code are entitled to vote on such transaction, but only as to the shares so entitling them to vote;

(5) Shareholders of a domestic subsidiary corporation into which one or more domestic or foreign corporations are being merged pursuant to section 1701.801 of the Revised Code;

(6) Shareholders of a domestic corporation that is being converted pursuant to section 1701.792 of the Revised Code.

(B) All of the following shareholders shall not be entitled to relief as dissenting shareholders under section 1701.85 of the Revised Code:

(1) Shareholders described in division (A)(1) or (6) of this section, if both of the following apply:

(a) The shares of the corporation for which the dissenting shareholder would otherwise be entitled to relief under division (A)(1) or (6) of this section are listed on a national securities exchange as of the day immediately preceding the date on which the vote on the proposal is taken at the meeting of the shareholders.

(b) The consideration to be received by the shareholders consists of shares or shares and cash in lieu of fractional shares that, immediately following the effective time of a merger, consolidation, or conversion, as applicable, are listed on a national securities exchange and for which no proceedings are pending to delist the shares from the national securities exchange as of the effective time of the merger, consolidation, or conversion.

(2) Shareholders described in division (A)(2) of this section, if the shares so entitling them to vote are listed on a national securities exchange both as of the day immediately preceding the date on which the vote on the proposal is taken at the meeting of the shareholders and immediately following the effective time of the merger and there are no proceedings pending to delist the shares from the national securities exchange as of the effective time of the merger;

(3) The shareholders described in division (A)(4) of this section, if the shares so entitling them to vote are listed on a national securities exchange both as of the day immediately preceding the date on which the vote on the proposal is taken at the meeting of the shareholders and immediately following the effective time of the combination or majority share acquisition, and there are no proceedings pending to delist the shares from the national securities exchange as of the effective time of the combination or majority share acquisition.

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1701.85 Dissenting shareholders—compliance with section—fair cash value of shares.

(A)

(1) A shareholder of a domestic corporation is entitled to relief as a dissenting shareholder in respect of the proposals described in sections 1701.74, 1701.76, and 1701.84 of the Revised Code, only in compliance with this section.

(2) If the proposal must be submitted to the shareholders of the corporation involved, the dissenting shareholder shall be a record holder of the shares of the corporation as to which the dissenting shareholder seeks relief as of the date fixed for the determination of shareholders entitled to notice of a meeting of the shareholders at which the proposal is to be submitted, and such shares shall not have been voted in favor of the proposal.

(3) Not later than twenty days before the date of the meeting at which the proposal will be submitted to the shareholders, the corporation may notify the corporation's shareholders that relief under this section is available. The notice shall include or be accompanied by all of the following:

(a) A copy of this section;

(b) A statement that the proposal can give rise to rights under this section if the proposal is approved by the required vote of the shareholders;

(c) A statement that the shareholder will be eligible as a dissenting shareholder under this section only if the shareholder delivers to the corporation a written demand with the information provided for in division (A)(4) of this section before the vote on the proposal will be taken at the meeting of the shareholders and the shareholder does not vote in favor of the proposal.

(4) If the corporation delivers notice to its shareholders as provided in division (A)(3) of this section, a shareholder electing to be eligible as a dissenting shareholder under this section shall deliver to the corporation before the vote on the proposal is taken a written demand for payment of the fair cash value of the shares as to which the shareholder seeks relief. The demand for payment shall include the shareholder's address, the number and class of such shares, and the amount claimed by the shareholder as the fair cash value of the shares.

(5) If the corporation does not notify the corporation's shareholders pursuant to division (A)(3) of this section, not later than ten days after the date on which the vote on the proposal was taken at the meeting of the shareholders, the dissenting shareholder shall deliver to the corporation a written demand for payment to the dissenting shareholder of the fair cash value of the shares as to which the dissenting shareholder seeks relief, which demand shall state the dissenting shareholder's address, the number and class of such shares, and the amount claimed by the dissenting shareholder as the fair cash value of the shares.

(6) If a signatory, designated and approved by the dissenting shareholder, executes the demand, then at any time after receiving the demand, the corporation may make a written request that the dissenting shareholder provide evidence of the signatory's authority. The shareholder shall provide the evidence within a reasonable time but not sooner than twenty days after the dissenting shareholder has received the corporation's written request for evidence.

(7) The dissenting shareholder entitled to relief under division (A)(3) of section 1701.84 of the Revised Code in the case of a merger pursuant to section 1701.80 of the Revised Code and a dissenting shareholder entitled to relief under division (A)(5) of section 1701.84 of the Revised Code in the case of a merger pursuant to section 1701.801 of the Revised Code shall be a record holder of the shares of the corporation as to which the dissenting shareholder seeks relief as of the date on which the agreement of merger was adopted by the directors of that corporation. Within twenty days after the dissenting shareholder has been sent the notice provided in section 1701.80 or 1701.801 of the Revised Code, the dissenting shareholder shall deliver to the corporation a written demand for payment with the same information as that provided for in division (A)(4) of this section.

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In the case of a merger or consolidation, a demand served on the constituent corporation involved constitutes service on the surviving or the new entity, whether the demand is served before, on, or after the effective date of
(8) the merger or consolidation. In the case of a conversion, a demand served on the converting corporation constitutes service on the converted entity, whether the demand is served before, on, or after the effective date of the conversion.

If the corporation sends to the dissenting shareholder, at the address specified in the dissenting shareholder's demand, a request for the certificates representing the shares as to which the dissenting shareholder seeks relief, the dissenting shareholder, within fifteen days from the date of the sending of such request, shall deliver to the corporation the certificates requested so that the corporation may endorse on them a legend to the effect that demand for the fair cash value of such shares has been made. The corporation promptly shall return the endorsed certificates to the dissenting shareholder. A dissenting shareholder's failure to deliver the certificates terminates the dissenting shareholder's rights as a dissenting shareholder, at the option of the corporation, exercised by written notice sent to the dissenting shareholder within twenty days after the lapse of the fifteen-day period, unless a court for good cause shown otherwise directs. If shares represented by a certificate on which such a legend has been
(9) endorsed are transferred, each new certificate issued for them shall bear a similar legend, together with the name of the original dissenting holder of the shares. Upon receiving a demand for payment from a dissenting shareholder who is the record holder of uncertificated securities, the corporation shall make an appropriate notation of the demand for payment in its shareholder records. If uncertificated shares for which payment has been demanded are to be transferred, any new certificate issued for the shares shall bear the legend required for certificated securities as provided in this paragraph. A transferee of the shares so endorsed, or of uncertificated securities where such notation has been made, acquires only the rights in the corporation as the original dissenting holder of such shares had immediately after the service of a demand for payment of the fair cash value of the shares. A request under this paragraph by the corporation is not an admission by the corporation that the shareholder is entitled to relief under this section.

(B) Unless the corporation and the dissenting shareholder have come to an agreement on the fair cash value per share of the shares as to which the dissenting shareholder seeks relief, the dissenting shareholder or the corporation, which in case of a merger or consolidation may be the surviving or new entity, or in the case of a conversion may be the converted entity, within three months after the service of the demand by the dissenting shareholder, may file a complaint in the court of common pleas of the county in which the principal office of the corporation that issued the shares is located or was located when the proposal was adopted by the shareholders of the corporation, or, if the proposal was not required to be submitted to the shareholders, was approved by the directors. Other dissenting shareholders, within that three-month period, may join as plaintiffs or may be joined as defendants in any such proceeding, and any two or more such proceedings may be consolidated. The complaint shall contain a brief statement of the facts, including the vote and the facts entitling the dissenting shareholder to the relief demanded. No answer to a complaint is required. Upon the filing of a complaint, the court, on motion of the petitioner, shall enter an order fixing a date for a hearing on the complaint and requiring that a copy of the complaint and a notice of the filing and of the date for hearing be given to the respondent or defendant in the manner in which summons is required to be served or substituted service is required to be made in other cases. On the day fixed for the hearing on the complaint or any adjournment of it, the court shall determine from the complaint and from evidence submitted by either party whether the dissenting shareholder is entitled to be paid the fair cash value of any shares and, if so, the number and class of such shares. If the court finds that the dissenting shareholder is so entitled, the court may appoint one or more persons as appraisers to receive evidence and to recommend a decision on the amount of the fair cash value. The appraisers have power and authority specified in the order of their appointment. The court thereupon shall make a finding as to the fair cash value of a share and shall render judgment against the corporation for the payment of it, with interest at a rate and from a date as the court considers equitable. The costs of the proceeding, including reasonable compensation to the appraisers to be fixed by the court, shall be assessed or apportioned as the court considers equitable. The proceeding is a special proceeding and final orders in it may be vacated, modified, or reversed on appeal pursuant to the Rules of Appellate Procedure and, to the extent not in conflict with those rules, Chapter 2505. of the Revised Code. If, during the pendency of any proceeding instituted

under this section, a suit or proceeding is or has been instituted to enjoin or otherwise to prevent the carrying out of the action as to

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which the shareholder has dissented, the proceeding instituted under this section shall be stayed until the final determination of the other suit or proceeding. Unless any provision in division (D) of this section is applicable, the fair cash value of the shares that is agreed upon by the parties or fixed under this section shall be paid within thirty days after the date of final determination of such value under this division, the effective date of the amendment to the articles, or the consummation of the other action involved, whichever occurs last. Upon the occurrence of the last such event, payment shall be made immediately to a holder of uncertificated securities entitled to payment. In the case of holders of shares represented by certificates, payment shall be made only upon and simultaneously with the surrender to the corporation of the certificates representing the shares for which the payment is made.

(C)

If the proposal was required to be submitted to the shareholders of the corporation, fair cash value as to those shareholders shall be determined as of the day prior to the day on which the vote by the shareholders was taken and, in the case of a merger pursuant to section 1701.80 or 1701.801 of the Revised Code, fair cash value as to shareholders of a constituent subsidiary corporation shall be determined as of the day before the adoption of the
(1) agreement of merger by the directors of the particular subsidiary corporation. The fair cash value of a share for the purposes of this section is the amount that a willing seller who is under no compulsion to sell would be willing to accept and that a willing buyer who is under no compulsion to purchase would be willing to pay, but in no event shall the fair cash value of a share exceed the amount specified in the demand of the particular shareholder. In computing fair cash value, both of the following shall be excluded:

(a) Any appreciation or depreciation in market value resulting from the proposal submitted to the directors or to the shareholders;

(b) Any premium associated with control of the corporation, or any discount for lack of marketability or minority status.

For the purposes of this section, the fair cash value of a share that was listed on a national securities exchange at
(2) any of the following times shall be the closing sale price on the national securities exchange as of the applicable date provided in division (C)(1) of this section:

(a) Immediately before the effective time of a merger or consolidation;

(b) Immediately before the filing of an amendment to the articles of incorporation as described in division (A) of section 1701.74 of the Revised Code;

(c) Immediately before the time of the vote described in division (A)(1)(b) of section 1701.76 of the Revised Code.

(D)

(1) The right and obligation of a dissenting shareholder to receive fair cash value and to sell such shares as to which the dissenting shareholder seeks relief, and the right and obligation of the corporation to purchase such shares and to pay the fair cash value of them terminates if any of the following applies:

(a) The dissenting shareholder has not complied with this section, unless the corporation by its directors waives such failure;

(b) The corporation abandons the action involved or is finally enjoined or prevented from carrying it out, or the shareholders rescind their adoption of the action involved;

(c) The dissenting shareholder withdraws the dissenting shareholder’s demand, with the consent of the corporation by its directors;

(d) The corporation and the dissenting shareholder have not come to an agreement as to the fair cash value per share, and neither the shareholder nor the corporation has filed or joined in a complaint under division (B) of this section within the period provided in that division.

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(2) For purposes of division (D)(1) of this section, if the merger, consolidation, or conversion has become effective and the surviving, new, or converted entity is not a corporation, action required to be taken by the directors of the corporation shall be taken by the partners of a surviving, new, or converted partnership or the comparable representatives of any other surviving, new, or converted entity.

(E) From the time of the dissenting shareholder's giving of the demand until either the termination of the rights and obligations arising from it or the purchase of the shares by the corporation, all other rights accruing from such shares, including voting and dividend or distribution rights, are suspended. If during the suspension, any dividend or distribution is paid in money upon shares of such class or any dividend, distribution, or interest is paid in money upon any securities issued in extinguishment of or in substitution for such shares, an amount equal to the dividend, distribution, or interest which, except for the suspension, would have been payable upon such shares or securities, shall be paid to the holder of record as a credit upon the fair cash value of the shares. If the right to receive fair cash value is terminated other than by the purchase of the shares by the corporation, all rights of the holder shall be restored and all distributions which, except for the suspension, would have been made shall be made to the holder of record of the shares at the time of termination.

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