

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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): October 5, 2018

SYNNEX CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-31892
(Commission File Number)

94-2703333
(I.R.S. Employer Identification Number)

44201 Nobel Drive, Fremont, California
(Address of principal executive offices)

94538
(Zip Code)

(510) 656-3333
(Registrant's telephone number, including area code)
N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240-13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On October 5, 2018, SYNnex Corporation (“SYNNEX”) completed its acquisition of Convergys Corporation, an Ohio corporation (“Convergys”), in accordance with the terms and conditions of the Agreement and Plan of Merger, dated as of June 28, 2018, by and among SYNnex, Delta Merger Sub I, Inc., a Delaware corporation and wholly owned subsidiary of SYNnex (“Merger Sub I”), Concentrix CVG Corporation, a Delaware corporation and wholly owned subsidiary of SYNnex (Merger Sub II”), and Convergys, as amended by Amendment No. 1 to the Agreement and Plan of Merger, dated as of August 22, 2018, by and among SYNnex, Merger Sub I, Merger Sub II and Convergys (as further amended, modified or supplemented from time to time, the “Merger Agreement”). Pursuant to the Merger Agreement, Merger Sub I merged with and into Convergys (the “Initial Merger”), with Convergys surviving the Initial Merger as a wholly owned subsidiary of SYNnex (such surviving corporation, the “Surviving Corporation”), and immediately thereafter the Surviving Corporation 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 wholly owned subsidiary of SYNnex.

At the effective time of the Initial Merger (the “Effective Time”), (i) each Convergys common share issued and outstanding immediately prior to the Effective Time automatically converted into (A) the right to receive \$13.25 in cash and (B) 0.1263 shares of common stock, par value \$0.001, of SYNnex (“SYNNEX Stock”), plus cash in lieu of any fractional shares of SYNnex Stock, in each case, without interest, (ii) each option to purchase Convergys common shares (“Convergys Option”) outstanding as of the Effective Time with an exercise price per Convergys common share less than \$24.76 (the “Cash Equivalent Merger Consideration”) was cancelled and converted into the right to receive a cash amount equal to, for each Convergys common share underlying such Convergys option, the excess of (x) the Cash Equivalent Merger Consideration over (y) the applicable per share exercise price of the Convergys Option and (iii) each outstanding Convergys restricted stock unit (“Convergys RSU”), Convergys performance-based stock unit (“Convergys PSU”) and Convergys deferred stock unit (“Convergys DSU”) as of the Effective Time was cancelled in consideration for the right to \$24.76 in cash. Each Convergys Option with an exercise price per Convergys common share that was greater than or equal to the Cash Equivalent Merger Consideration was cancelled for no consideration. The cash payment in respect of each Convergys RSU or Convergys PSU that was granted on or after March 31, 2016 will remain unvested and will continue to vest and be paid in accordance with the terms of the applicable award agreement.

SYNNEX issued an aggregate of 11,510,855 shares of SYNnex Stock and paid an aggregate of \$1.2 billion in cash in connection with the Mergers. Immediately after the Mergers, (i) there were approximately 51,161,022 shares of SYNnex Stock outstanding and (ii) the former Convergys shareholders owned approximately 22% of the outstanding SYNnex Stock.

The issuance of the shares of SYNnex’ common stock in connection with the Mergers was registered with the Securities and Exchange Commission (the “SEC”) on a Registration Statement on Form S-4, as amended (Reg. No. 333-226708), which was declared effective on August 28, 2018.

The foregoing description of the Merger Agreement is qualified in its entirety by reference to the full text of the Merger Agreement, which was filed as Exhibit 2.1 to the Form 8-K filed by SYNnex on July 2, 2018, and is incorporated herein by reference.

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

As previously disclosed, on August 9, 2018, SYNnex entered into a Credit Agreement (the “Credit Agreement”) with the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and certain United States subsidiaries of SYNnex, as guarantors, which provides for the extension of term loans to SYNnex in an aggregate principal amount not to exceed \$1.8 billion, subject to certain conditions including the completion of the Mergers.

On October 5, 2018 (the “Initial Funding Date”), in connection with the completion of the Mergers described above, the conditions to the lenders’ obligation to fund the initial term loan under the Credit Agreement were satisfied, and SYNEX borrowed an aggregate amount of \$1.45 billion under the Credit Agreement. The proceeds of the initial term loan were used to finance the cash portion of the consideration payable in connection with the Mergers, to repay certain indebtedness of Convergys, the payment of related fees and expenses, with any remaining balance available to be used for working capital and other general corporate purposes. Subject to the satisfaction of certain conditions, SYNEX may borrow up to five additional term loans during an availability period over the ninety day period following the Initial Funding Date in an aggregate principal amount of \$350 million. The proceeds of any such additional term loans will be used to repurchase or settle outstanding convertible debentures of Convergys tendered in connection with the Mergers until all such tendered convertible debentures have been repurchased or settled, and thereafter, may be used for working capital and other general corporate purposes.

The maturity of the Credit Agreement is five years after the Initial Funding Date. The outstanding principal amount of the term loans advanced under the Credit Agreement is payable in quarterly installments in an amount equal to 1.25% commencing on the last day of the second full fiscal quarter after the Initial Funding Date, based upon the outstanding principal amount of the loans calculated as of the end of the availability period, with the unpaid balance due in full on the maturity date.

Loans borrowed under the Credit Agreement bear interest, in the case of LIBOR rate loans, at a per annum rate equal to the applicable LIBOR rate, plus the Applicable Rate (as defined in the Credit Agreement), which may range from 1.25% to 1.75%, based on SYNEX’ Consolidated Leverage Ratio (as defined in the Credit Agreement). Loans borrowed under the Credit Agreement that are not LIBOR rate loans bear interest at a per annum rate equal to (i) the greatest of (A) 1/2 of 1.0% plus the greater of (x) the Federal Funds Rate (as defined in the Credit Agreement) in effect on such day and (y) the Overnight Bank Funding Rate (as defined in the Credit Agreement) in effect on such day, (B) the LIBOR rate plus 1.0% per annum, and (C) the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. plus (ii) the Applicable Rate, which may range from 0.25% to 0.75%, based on SYNEX’ Consolidated Leverage Ratio.

The Credit Agreement contains various loan covenants that restrict the ability of SYNEX and its subsidiaries to take certain actions, including, incurrence of indebtedness, creation of liens, mergers or consolidations, dispositions of assets, repurchase or redemption of capital stock, making certain investments, entering into certain transactions with affiliates or changing the nature of their business. In addition, the Credit Agreement contains financial covenants which require SYNEX to maintain at the end of any of its fiscal quarters commencing with the first fiscal quarter ending after entry into the Credit Agreement, (i) a Consolidated Leverage Ratio not to exceed (A) prior to the closing date of the Mergers, 4.0:1.0, (B) from and after the first fiscal quarter of SYNEX ending after the closing date of the Mergers through and including the fifth full fiscal quarter of SYNEX ending after the closing date of the Mergers, 4.25:1.0 and (C) from and after the sixth full fiscal quarter of SYNEX ending after the closing date of the Mergers, 4.0:1.0 and (ii) a Consolidated Interest Coverage Ratio (as defined in the Credit Agreement) equal to or greater than 3.50:1.0. The Credit Agreement also contains various customary events of default, including with respect to change of control of SYNEX.

SYNEX’ obligations under the Credit Agreement are secured by substantially all of its and certain of its Domestic Subsidiaries’ (as defined in the Credit Agreement) assets and are guaranteed by certain of its Domestic Subsidiaries, and the interests of the lenders under the Credit Agreement are secured on a pari passu basis with the interests of the lenders under SYNEX’s existing U.S. senior secured credit agreement dated as of November 27, 2013 (as amended), by and among SYNEX, the guarantors party thereto, the lenders party thereto, and Bank of America, N.A., as agent, pursuant to an intercreditor agreement.

The foregoing description of the Credit Agreement is qualified in its entirety by reference to the full text of the Credit Agreement, which was filed as Exhibit 10.1 to the Form 8-K filed by SYNEX on August 10, 2018, and is incorporated herein by reference.

Item 8.01 Other Events

On October 5, 2018, Concentrix Corporation, a division of SYNnex, issued a press release announcing the closing of the acquisition of Convergys. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference into this Item 8.01.

Item 9.01 Financial Statements and Exhibits.

(a)

SYNNEX intends to file the financial statements of Convergys for the periods specified in Rule 3-05(b) of Regulation S-X in an amendment to this report under cover of Form 8-K/A no later than 71 calendar days after the date this Current Report on Form 8-K was required to be filed.

(b)

SYNNEX intends to furnish pro forma financial information relating to the Convergys acquisition required pursuant to Article 11 of Regulation S-X in an amendment to this report under cover of Form 8-K/A no later than 71 calendar days after the date this Current Report on Form 8-K was required to be furnished.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Document</u>
2.1	<u>Agreement and Plan of Merger, dated as of June 28, 2018, by and among SYNnex, Delta Merger Sub I, Inc., Delta Merger Sub II, LLC, and Convergys Corporation (incorporated by reference to Exhibit 2.1 to the Registrant's Current Report on Form 8-K filed July 2, 2018).</u> *
2.2	<u>Amendment No. 1 to the Agreement and Plan of Merger, dated as of August 22, 2018, by and among SYNnex, Delta Merger Sub I, Inc., Delta Merger Sub II, LLC, and Convergys Corporation.</u>
10.1	<u>Credit Agreement, dated as of August 9, 2018, by and among SYNnex, the subsidiaries of SYNnex named therein, the lenders signatories thereto from time to time, and JPMorgan Chase Bank, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed August 10, 2018).</u>
99.1	<u>Press Release dated October 5, 2018</u>

* Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. SYNnex hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to such agreement to the SEC upon request; provided, however, that SYNnex may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules so furnished.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 5, 2018

SYNNEX CORPORATION

By: /s/ Simon Y. Leung

Simon Y. Leung

Senior Vice President, General Counsel and Corporate Secretary

**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.”

(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 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).

2. All references to “this Agreement” in the Agreement shall mean the Agreement as amended by this Amendment. 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.

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*]

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*]

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



FOR IMMEDIATE RELEASE

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jyllene.miller@concentrix.com

Concentrix Announces Close of Acquisition with Convergys

FREMONT, CA – October 5, 2018 – Concentrix today confirmed the previously announced acquisition of Convergys has officially closed and the integration with Concentrix has begun.

The transaction makes Concentrix the second largest global provider of customer engagement services and enhances the company's ability to deliver even greater transformation services to impact clients. The new combined Concentrix organization will provide services in more than 70 languages from approximately 275 locations in 40+ countries across 6 continents. Follow @Concentrix on Twitter, LinkedIn, Facebook, YouTube, and Instagram.

About Concentrix

Concentrix, a wholly-owned subsidiary of SYNEX Corporation (NYSE: SNX), is a technology-enabled global business services company specializing in customer engagement and improving business performance for some of the world's best brands. Every day, from more than 40 countries and across 6 continents, our staff delivers next generation customer experience and helps companies better connect with their customers. We create better business outcomes and differentiate our clients through technology, design, data, process, and people. Concentrix provides services to clients in ten industry verticals: automotive; banking and financial services; insurance; healthcare; technology; consumer electronics; media and communications; retail and e-commerce; travel and transportation; energy and public-sector. We are Different by Design. Visit www.concentrix.com to learn more.

Statements in this release that are forward-looking involve known and unknown risks and uncertainties, which may cause the Company's actual results in future periods to be materially different from any future performance that may be suggested in this release. The Company assumes no obligation to update any forward-looking statements contained in this release.

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