



Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

SYNNEX Corporation _____ (vendor company name) hereby provides notice of the following material change to contract number: R200803 on this date 9/20/2021.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|---|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Change in ownership (<i>sale/purchase</i>) |
| <input type="checkbox"/> Indicate if you are assigning to your own subsidiary | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Assumption Agreement | <input type="checkbox"/> Other supporting documentation |
| <input type="checkbox"/> Other supporting documentation | |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Acquisition |
| <input type="checkbox"/> Official legal Notice of Bankruptcy Proceedings | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Other supporting documentation | <input type="checkbox"/> Other supporting documentation |
| <input checked="" type="checkbox"/> Merger | <input type="checkbox"/> Other |
| <input type="checkbox"/> Share Exchange Agreement | <input type="checkbox"/> Supporting documentation |
| <input type="checkbox"/> Merger and Acquisition Agreement | |
| <input type="checkbox"/> Asset Purchase Agreement | |
| <input type="checkbox"/> Other supporting documentation | |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

Please see attached support documentation

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

- i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.



In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor
SYNNEX Corporation

Official name of assigned or added company
Tech Data Corporation

BY: E-SIGNED by Daniel Brennan on 2021-09-24 17:29:04 GMT

BY: E-SIGNED by Juan Lojo, Jr. on 2021-09-27 19:17:25 GMT

NAME: Daniel Brennan

NAME: Juan J. Lojo, Jr.

TITLE: Vice President, Senior Counsel

Vice President, Global Contracts
Assistant General Counsel

Region 4 Education Service Center

DocuSigned by:
BY: Robert Zingelmann
0B1D33BB0130490...

NAME: Robert Zingelmann

Chief Financial Officer,
TITLE: Finance and Operations Services

DATE: 9/29/2021 | 2:31 PM CDT



September 1, 2021

VIA EMAIL

Deborah Bushnell - deborah.bushnell@omniapartners.com

Contract Manager

Omnia Partners, Public Sector

Re: Addition of Tech Data Line Card

Dear Ms. Bushnell,

SYNNEX Corporation, Omnia Partners Contract #R200803, has merged with Tech Data Corporation effective September 1, 2021. In consideration of this change, we are requesting to add the manufacturer partners that are currently under the Tech Data line card to be applied to our Omnia Partners contract. The Tech Data line card can be found at: <https://www.techdata.com/vendors.html>.

By accepting this addition to our Omnia Partners Contract, the Omnia community will immediately benefit from the expanded technology offering for their solutions.

We look forward to our continued partnership and this exciting growth potential and welcome the opportunity to work with you on continued collaboration.

Thank you for the partnership. Please contact Ed Somers (Eds@synnex.com) if you have additional questions.

Sincerely,

A handwritten signature in black ink that reads "Anna Bynarowicz". The signature is written in a cursive, flowing style.

Anna Bynarowicz
Director, Staff Counsel
SYNNEX Corporation

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): August 31, 2021

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)	(510) 656-3333 (Registrant's telephone number, including area code)	94538 (Zip 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:

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	SNX	The New York Stock Exchange

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. ☐

Introductory Note

Closing of the Tech Data Acquisition

On September 1, 2021, SYNnex Corporation (“**SYNNEX**”) completed its acquisition of Tiger Parent (AP) Corporation, a Delaware corporation (“**Tiger Parent**”), which is the parent corporation of Tech Data Corporation, a Florida corporation (“**Tech Data**”). The acquisition was completed pursuant to the terms and conditions of the Agreement and Plan of Merger (the “**Merger Agreement**”), dated March 22, 2021 by and among SYNnex, Spire Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of SYNnex (“**Merger Sub I**”), Spire Sub II, LLC, a Delaware limited liability company and a wholly owned subsidiary of SYNnex (“**Merger Sub II**”), and Tiger Parent, pursuant to which, subject to the terms and conditions of the Merger Agreement, Merger Sub I merged with and into Tiger Parent (the “**Initial Merger**”), with Tiger Parent surviving the Initial Merger as a wholly owned subsidiary of SYNnex (such surviving corporation, the “**Surviving Corporation**”), followed immediately by the merger of the Surviving Corporation 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.

Pursuant to the Merger Agreement, and upon the terms and subject to the conditions described therein, at the effective time of the Initial Merger (the “**Effective Time**”), except as otherwise set forth in the Merger Agreement, all the issued and outstanding common shares, \$0.01 par value, of Tiger Parent converted automatically into and thereafter represented only the right to receive (i) \$1,610,000,000 in cash, in the aggregate (the “**Aggregate Cash Consideration**”) and (ii) 44,000,000 total shares of common stock, par value \$0.001, of SYNnex (“**SYNNEX Stock**”), plus cash in lieu of any fractional shares of SYNnex Stock (the “**Aggregate Stock Consideration**”), in each case, without interest ((i) and (ii) together, the “**Merger Consideration**”). The Aggregate Stock Consideration was issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended, to an “accredited investor” as defined in Rule 506 of Regulation D promulgated by the U.S. Securities and Exchange Commission, without the use of any general solicitation or advertising to market or otherwise offer the securities for sale. Immediately after the Mergers, there were approximately 95,985,045 shares of SYNnex Stock outstanding, with SYNnex’ stockholders prior to the Initial Merger holding approximately 54% of such outstanding shares, and Tiger Parent’s stockholders prior to the Initial Merger holding approximately 46% of such shares.

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 Current Report on Form 8-K filed by SYNnex on March 22, 2021 and is incorporated herein by reference.

Sources and Uses and Bond Redemptions

In connection with the closing of the Mergers, SYNnex used the net proceeds from its previously disclosed offering and sale of \$2.5 billion aggregate principal amount of senior notes, together with borrowings made under its previously announced new \$1.5 billion senior unsecured term loan facility and new \$3.5 billion senior unsecured revolving credit facility, and cash on hand at SYNnex and Tiger Parent, and their respective subsidiaries, including a \$500 million equity contribution in the aggregate made to Tiger Parent by certain of its affiliates prior to the Mergers, to pay the Aggregate Cash Consideration, refinance certain of SYNnex’ existing indebtedness (as described further below) and indebtedness under Tech Data’s Asset-Based Credit Agreement (which was repaid in full and terminated in connection therewith), and pay related fees and expenses in connection with the foregoing.

SYNNEX also announced that its wholly-owned subsidiary, Tech Data, has notified the trustee (“**Trustee**”) for Tech Data’s 3.700% Senior Notes due 2022 (CUSIP No. 878237 AG1) (the “**2022 Notes**”) and Tech Data’s 4.950% Senior Notes due 2027 (CUSIP No. 878237 AH9) (the “**2027 Notes**”) and together with the 2022 Notes, the “**Tech Data Notes**”) that it intends to redeem, in full, the approximately \$66 million outstanding aggregate principal amount of 2022 Notes and the approximately \$131 million outstanding aggregate principal amount of 2027 Notes on October 1, 2021 (the “**Redemption Date**”).

The redemption will be effected in accordance with the terms of the indenture (as supplemented by the respective officer’s certificates and supplemental indentures) governing the Tech Data Notes. The redemption price for the respective Tech Data Notes will be equal to the sum of the present values of the remaining scheduled payments of principal and interest on the respective Tech Data Notes to be redeemed from the Redemption Date to January 15, 2022 (in the case of the 2022 Notes) or to November 15, 2026 (in the case of the 2027 Notes),

discounted to the Redemption Date on a semi-annual basis at a rate equal to the sum of the applicable treasury rate plus 30 basis points for the 2022 Notes and 40 basis points for the 2027 Notes, plus the accrued and unpaid interest on the respective principal amount being redeemed up to, but not including, the Redemption Date.

Item 1.01 Entry into a Material Definitive Agreement.

In connection with the completion of the Mergers, SYNEX entered into an Investor Rights Agreement (the “*Investor Rights Agreement*”) with Tiger Parent Holdings, L.P. (“*Tiger Holdings*”).

Board of Directors

Pursuant to the Investor Rights Agreement, following the closing of the Merger, the board of directors of SYNEX (the “*Board*”) is comprised of eleven directors, and Tiger Holdings has the right to nominate a certain number of directors, depending on the percentage of the outstanding shares of SYNEX Stock held by Tiger Holdings or certain of its affiliates. Specifically, Tiger Holdings shall have the right to nominate:

- (i) up to four directors, if it owns 30% or more of the outstanding shares of SYNEX Stock, two of which must be “independent” directors, within the meaning of the New York Stock Exchange;
- (ii) up to three directors, if it owns between 20% and 30% of the outstanding shares of SYNEX Stock, one of which must be an independent director;
- (iii) up to two directors, if it owns between 10% and 20% of the outstanding shares of SYNEX Stock; and
- (iv) up to one director, if it owns between 5% and 10% of the outstanding shares of SYNEX Stock.

The directors nominated by Tiger Holdings shall be referred to herein as “*Apollo Directors*.” The initial Apollo Directors nominated by Tiger Holdings were Robert Kaslow-Ramos, Nayaki Nayyar, Matthew Nord, and Merline Saintil, each of whom were required to be mutually acceptable to SYNEX. Pursuant to the Investor Rights Agreement, any replacement Apollo Director must be approved by a majority of the directors on the Board that are not Apollo Directors.

The Investor Rights Agreement also provides that, of the remaining directors who are not Apollo Directors, one director shall be the then-serving Chief Executive Officer of SYNEX, currently Mr. Richard T. Hume, and the other directors will be nominated in accordance with the provisions of SYNEX’ bylaws and Certificate of Incorporation, currently Dennis Polk, Fred A. Breidenbach, Hau L. Lee, Ann Vezina and Duane E. Zitzner. In the event the size of the Board is increased or decreased to other than eleven directors, the number of Apollo Directors will be proportionately increased or decreased to most closely equal the percentage of the Board originally consisting of Apollo Directors. The Board may determine the composition and makeup of any committees of the Board. The lead independent director will also be selected by the Board. Apollo Directors must fulfill their pro rata portion of any diversity requirements pursuant to law, stock exchange rules, or other regulatory requirements based on the percentage of the Board consisting of Apollo Directors.

Directors’ and Officers’ Insurance

Under the Investor Rights Agreement, SYNEX must maintain directors’ and officers’ liability insurance as determined by the Board. SYNEX agrees that SYNEX will be the primary indemnitor for SYNEX directors.

Information Rights

Under the Investor Rights Agreement, for so long as Tiger Holdings and its affiliates own at least 10% of SYNEX Stock, SYNEX will provide Tiger Holdings with certain inspection and information rights, including, among other things, access to books and records of SYNEX or its material subsidiaries, access to SYNEX’ auditors and officers, access to quarter-ends reports, and information on significant corporate actions.

Certain Actions Requiring Approvals

Under the Investor Rights Agreement, SYNnex or its material subsidiaries may not, without approval of a majority of the directors on the Board, which must include the approval of a majority of the Apollo Directors, amend any provision of its charter, bylaws or similar organizational documents in a way that adversely affects Tiger Holdings or its affiliates.

Restricted Activities; Voting

Under the Investor Rights Agreement, Tiger Holdings and its affiliates may not, without SYNnex' prior written consent:

- make any statement or proposal to the Board or SYNnex' stockholders with respect to any business combination, tender offer, or sale of substantially all assets;
- form any voting groups with any stockholder of SYNnex other than solely among Tiger Holdings affiliates;
- seek to control or change the management of the Board or SYNnex;
- acquire any additional shares of stock of SYNnex entitled to vote; or
- publicly disclose any arrangement relating to the foregoing or knowingly facilitate any of the foregoing.

Corporate Opportunity Waiver

Under the Investor Rights Agreement, SYNnex has agreed to waive the corporate opportunity doctrine to the extent permitted under the Delaware General Corporation Law with respect to the Apollo Directors and certain other entities and investment funds affiliated with Tiger Holdings, so long as such person is not an employee of SYNnex or its subsidiaries (the "**Covered Persons**"). Specifically, SYNnex agreed that, among other things, the Covered Persons do not have a duty to refrain from: (i) investing in or conducting any business of any kind, (ii) doing business with any client, customer, vendor or lessor of SYNnex or any of its affiliates, or (iii) making any investments in any kind of property in which SYNnex may make investments. Further, SYNnex agreed, among other things, subject to any express agreement otherwise that may from time to time be in effect, that if a Covered Person acquires knowledge of a potential transaction which may constitute a corporate opportunity for both (a) the Covered Person outside of his or her capacity as a member of the Board and (b) SYNnex, then the Covered Person shall not have any duty to offer or communicate information regarding such corporate opportunity to SYNnex, and SYNnex renounced any interest or expectancy in any potential transaction or matter of which the Covered Person acquires knowledge, except for any corporate opportunity which is expressly offered to a Covered Person in writing solely in his or her capacity as a member of the Board, or as expressly agreed otherwise.

Registration Rights

Under the Investor Rights Agreement, SYNnex is required to, within two business days after the closing of the Mergers, file an automatically effective registration statement registering the resale of the Registrable Securities (as defined below). Additionally, SYNnex has agreed to provide Tiger Holdings and its affiliates with certain registration rights to require SYNnex to register a sale of any Registrable Securities held by Tiger Holdings and its affiliates with a dollar value of \$100 million or greater. Tiger Holdings will be entitled to make up to two registration demands in any rolling twelve-month period, including short form registration demands, that SYNnex register such securities for sale under the Securities Act of 1933, as amended. SYNnex also agreed that Tiger Holdings will have "piggy-back" registration rights to include its Registrable Securities in certain other registration statements filed by SYNnex.

For purposes of the Investor Rights Agreement, "**Registrable Securities**" means shares of SYNnex Stock; provided that any Registrable Securities shall cease to be Registrable Securities when (a) a registration statement with respect to the sale of such Registrable Securities has been declared effective under the Securities Act and such Registrable Securities have been disposed of in accordance with the plan of distribution set forth in such registration statement, (b) such Registrable Securities are distributed pursuant to Rule 144 or (c) such Registrable Securities shall have been otherwise transferred and new certificates for them not bearing a legend restricting further transfer under

the Securities Act shall have been delivered by SYNnex; and provided, further, that any securities that have ceased to be Registrable Securities shall not thereafter become Registrable Securities and any security that is issued or distributed in respect of securities that have ceased to be Registrable Securities is not a Registrable Security.

The foregoing description of the Investor Rights Agreement is qualified in its entirety by reference to the full text of the Investor Rights Agreement, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

In connection with the closing of the Mergers, SYNnex repaid in full all amounts outstanding and terminated all outstanding commitments under each of its previously disclosed (i) senior secured credit agreement originally entered into on August 9, 2018 with JPMorgan Chase Bank, N.A., as administrative agent, the lenders party thereto, and certain United States subsidiaries of SYNnex, as guarantors, pursuant to which term loans were made available to SYNnex and of which a principal amount of \$1,000,000,000 of term loans were outstanding on the date of repayment and termination and (ii) senior secured credit agreement originally entered into on November 27, 2013 with Bank of America, N.A., as administrative agent, the lenders and letter of credit issuers party thereto, and certain United States subsidiaries of SYNnex, as guarantors, pursuant to which a revolving credit facility and term loans were made available to SYNnex and of which a principal amount of \$500,000,000 of term loans were outstanding on the date of repayment and termination.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in the “*Introductory Note*” under “*Closing of the Tech Data Acquisition*” above is incorporated by reference into this Item 2.01 of this Current Report.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in the “*Introductory Note*” under “*Closing of the Tech Data Acquisition*” above is incorporated by reference into this Item 3.02 of this Current Report.

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

Effective as of the closing of the Mergers, and expressly conditioned thereupon, on September 1, 2021, Mr. Dennis Polk resigned as Chief Executive Officer of SYNnex and was appointed as the Executive Chair of the Board.

Effective as of the closing of the Mergers, and expressly conditioned thereupon, on September 1, 2021, Mr. Richard T. Hume was appointed as the Chief Executive Officer of SYNnex and a member of the Board.

In connection with his appointment, SYNnex entered into an offer letter with Mr. Hume dated August 31, 2021 (the “*Offer Letter*”). Pursuant to the terms of the Offer Letter, Mr. Hume will receive a starting annualized base salary of \$960,000 and will be eligible to receive an annual cash bonus targeted at 2.5 times his base salary beginning in the fiscal year ending November 30, 2022 (but which shall be pro-rated for the fiscal year ending November 30, 2022) with the actual amount of the bonus based on the achievement of performance metrics established by the compensation committee of the Board. Mr. Hume will be eligible to receive his existing Tech Data bonus with respect to the 12-month period ending January 31, 2022, which shall be determined by the compensation committee of the Board based on the Tech Data annual bonus plan for its fiscal year ending January 31, 2022. In addition, the Offer Letter provides that Mr. Hume will be granted (i) an option to purchase shares of our common stock with a grant date fair value of approximately \$2,100,000 and (ii) restricted stock or restricted stock unit awards for shares of our common stock with a fair market value of approximately \$1,540,000. The Offer Letter also provides for certain payments to Mr. Hume in the event of a termination without “cause” or by Mr. Hume for “good reason” (as such terms are defined in the Offer Letter) and also in the event of a termination without “cause” or by Mr. Hume for “good reason” in connection with a change of control of SYNnex. The Offer Letter contains certain restrictive covenants, including a non-competition and non-solicitation provision, for the benefit of SYNnex. The foregoing description of the Offer Letter is qualified in its entirety by reference to the full text of the Offer Letter, which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

Mr. Hume, age 62, has served as Chief Executive Officer and as a director of Tech Data since June 2018, and prior to that served as its Executive Vice President, Chief Operating Officer from March 2016. Prior to joining Tech Data, Mr. Hume was with IBM for more than 30 years, most recently serving as General Manager and COO, Global Technology Services. Mr. Hume holds a bachelor's degree in Accounting from the Pennsylvania State University.

In connection with Mr. Hume's appointment, SYNnex entered into its standard form of indemnification agreement with Mr. Hume. A form of the indemnification agreement was previously filed as Exhibit 10.6 to SYNnex's Registration Statement on Form S-1 filed with the SEC on September 5, 2003.

There are no arrangements or understandings between Mr. Hume and any other persons pursuant to which he was selected to serve as Chief Executive Officer of SYNnex, contingent on and effective at the closing of the Mergers, other than as set forth in the Merger Agreement. There are no family relationships between Mr. Hume and any previous or current officers or directors of SYNnex, and there are no related party transactions reportable under Item 404(a) of Regulation S-K.

Additionally, on September 1, 2021, Laurie Simon Hodrick, Kevin Murai, Dwight Steffensen, Thomas Wurster, and Andrea Zulberti resigned from the Board, and Matthew Nord, Robert Kaslow-Ramos, Nayaki Nayyar, and Merline Saintil were appointed thereto upon the nomination of Tiger Holdings pursuant to the terms of the Investor Rights Agreement, a summary of such terms of which are included in Item 1.01 and are incorporated herein by reference. There are no related party transactions reportable under Item 404(a) of Regulation S-K for any of these newly named directors, and each of the newly named directors will receive the same compensation currently payable to SYNnex's non-employee directors, including for service on committees and as committee chairpersons, as described in the SYNnex's proxy statement filed in connection with the 2021 Annual Meeting of Stockholders.

Additionally, as of September 1, 2021, Ann Vezina was appointed as the Lead Independent Director. Ms. Vezina will receive the same compensation currently payable to SYNnex's lead director as described in SYNnex's proxy statement filed in connection with the 2021 Annual Meeting of Stockholders. Additionally, as of September 1, 2021, Robert Kalsow-Ramos was appointed Vice Chair of the Board.

As of September 1, 2021, the composition of the Board committees is as follows:

Audit Committee	Compensation Committee	Nominating and Corporate Governance Committee
Duane E. Zitner*+	Hau L. Lee*	Nayaki Nayyar*
Ann Vezina	Fred A. Breidenbach	Fred A. Breidenbach
Merline Saintil	Nayaki Nayyar	Hau L. Lee

* Committee Chairperson

+ Audit Committee Financial Expert

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

In connection with the closing of the Mergers, on August 31, 2021, the Board approved and adopted the Second Amended and Restated Bylaws, pursuant to which certain provisions relating to the number and election of the members of the board of directors were revised to reflect the provisions of the Investor Rights Agreement.

The foregoing description of the Second Amended and Restated Bylaws is qualified in its entirety by reference to the full text of the Second Amended and Restated Bylaws, a copy of which is attached as Exhibit 3(ii).1 to this report and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

SYNNEX Corporation _____ hereby provides notice of the following update to
(Vendor Name)

Contract number: R200803 for Cyber Security Solutions and Associated Products & Services on this date 9/20/2021.
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

☒ **Authorized Distributors/Dealers**

X Addition
____ Deletion
____ Supporting Documentation

☐ **Price Update**

____ Supporting Documentation

☒ **Products/Services**

X New Addition
____ Update Only
____ Supporting Documentation

☐ **Discontinued Products/Services**

____ Supporting Documentation

☐ **States/Territories**

____ Supporting Documentation

☐ **Other** _____

____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

SYNNEX acquired Tech Data Corporation, effective 9/1/2021. As such, we would like to now add Tech Data's

line card to our Omnia Contract. Current Contract Pricing @ NTE - 4% off list for all manufacturing lines. Exceptions are as follows:
2% off list for Chromebooks, HP SmartBuys, Levono TopSeller Products & all other promotionally priced products, APC, Asus, Cisco

Crucial, Google, Global Knowledge Training, Microsoft Software, NEX, Netmotion, Seagate & F5

Submitted By: Anna Bynarowicz

Title: Director, Staff Counsel

Contact Number: R200803

Email Address: Annaby@synnex.com

☐ **Approved Date** 9/29/2021 | 2:31 PM CDT

☐ **Denied Date** _____

Region 4 ESC:

DocuSigned by:

Robert Zingelmann

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