

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

FORM 10-K/A
Amendment No. 1

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 001-36404

SYSOREX GLOBAL

(Exact name of registrant as specified in its charter)

NEVADA

(State or other jurisdiction of
incorporation or organization)

88-0434915

(I.R.S. Employer
Identification No.)

2479 E. Bayshore Road

Suite 195

Palo Alto, CA 94303

(Address of principal executive offices)
(Zip Code)

(408) 702-2167

(Registrant's telephone number, including area code)
Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Common Stock, par value \$.001

**Name of each exchange on
which each is registered**

NASDAQ Capital Market

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the issuer is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter.

As of June 30, 2015, the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the last sale price of the common equity was \$20,074,733.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

As of March 21, 2016, the issuer has 25,116,035 shares of common stock, par value \$.001, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (or parts thereof) are incorporated by reference into the following parts of this Form 10-K/A: None

EXPLANATORY NOTE

This Amendment No. 1 to Form 10-K (this "Amendment") amends the Annual Report on Form 10-K for the fiscal year ended December 31, 2015 originally filed on March 30, 2015 (the "Original Filing") by Sysorex Global, a Nevada corporation ("Sysorex," the "Company," "we," or "us"). We are filing this Amendment to present the information required by Part III of Form 10-K as we will not file our definitive proxy statement within 120 days of the end of our fiscal year ended December 31, 2015.

In addition, this Amendment sets forth an amended "Item 15. Exhibits and Financial Statement Schedules" in its entirety to include the previously omitted exhibits incorporated herein by reference and the new certifications by our principal executive officer and principal financial officer pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 as required by Rule 12b-15 under the Securities Exchange Act of 1934, as amended.

Except as described above, no other changes have been made to the Original Filing. The Original Filing continues to speak as of the date of the Original Filing, and we have not updated the disclosures contained therein to reflect any events which occurred at a date subsequent to the filing of the Original Filing.

SYSOREX GLOBAL

TABLE OF CONTENTS

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND OTHER INFORMATION CONTAINED IN THIS REPORT	1
PART III	
ITEM 10: DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE	2
ITEM 11: EXECUTIVE COMPENSATION	10
ITEM 12: SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS	14
ITEM 13: CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE	16
ITEM 14: PRINCIPAL ACCOUNTING FEES AND SERVICES	18
PART IV	
ITEM 15: EXHIBITS, FINANCIAL STATEMENT SCHEDULES	19

**SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND OTHER INFORMATION
CONTAINED IN THIS REPORT**

This report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and the provisions of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements give our current expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. You can find many (but not all) of these statements by looking for words such as "approximates," "believes," "hopes," "expects," "anticipates," "estimates," "projects," "intends," "plans," "would," "should," "could," "may," or other similar expressions in this report. In particular, these include statements relating to future actions; prospective products, applications, customers and technologies; future performance or results of anticipated products; and projected expenses and financial results. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our historical experience and our present expectations or projections. Factors that could cause actual results to differ from those discussed in the forward-looking statements include, but are not limited to:

- our limited cash and our history of losses;
- our ability to achieve profitability;
- our limited combined operating history;
- emerging competition and rapidly advancing technology in our industry that may outpace our technology;
- customer demand for the products and services we develop;
- the impact of competitive or alternative products, technologies and pricing;
- our ability to manufacture any products we develop;
- general economic conditions and events and the impact they may have on us and our potential customers;
- our ability to obtain adequate financing in the future;
- our ability to continue as a going concern;
- our success at managing the risks involved in the foregoing items; and
- other factors discussed in this report.

The forward-looking statements are based upon management's beliefs and assumptions and are made as of the date of this report. We undertake no obligation to publicly update or revise any forward-looking statements included in this report. You should not place undue reliance on these forward-looking statements.

PART III

ITEM 10: DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The following table sets forth the names and ages of all of our directors and executive officers. Our officers are appointed by, and serve at the pleasure of, the Company's Board of the Directors (the "Board").

Name	Age	Position
Abdus Salam Qureishi	79	Chairman of the Board of Directors
Nadir Ali	47	Chief Executive Officer and Director
Kevin Harris	47	Chief Financial Officer
Bret Osborn	51	Chief Sales Officer
Craig Harper	50	Chief Technology Officer
A. Sage Osterfeld	52	Chief Marketing Officer
Wendy Loundermon	45	Vice President of Finance and Secretary of Sysorex, President, CFO and Secretary of Sysorex Government Services, Inc., Vice President of Finance and Secretary of Sysorex USA and Secretary of Sysorex Canada Corp.
Geoffrey Lilien	52	Director
Leonard Oppenheim	69	Director
Thomas Steding	71	Director
Kareem Irfan	56	Director
Tanveer Khader	47	Director

Abdus Salam Qureishi

Mr. Qureishi has served as the Chairman of the Board of Directors of the Company since July 2011 and was the former CEO of the Company from July 2011 to September 2011. He was also the CEO and founder of the predecessor of Sysorex. Mr. Qureishi launched Sysorex Information Systems (SIS) in 1972 establishing the company as a major force in the international computer industry. In less than four years he brought the company to prominence with offices in key cities and clients worldwide. SIS became one of the leading providers of information technology solutions to U.S. Federal Government customers worldwide. Headquartered in the Washington, D.C. metropolitan area, SIS was awarded and successfully managed multi-year multi-million dollar contracts, before being sold to the Vanstar Corporation in 1997.

Mr. Qureishi is a veteran of the IT industry and has been as an investor in cutting edge technologies in Silicon Valley since the 1970's. He invented, developed, and marketed a highly successful player selection/organization system used by three major NFL championship-winning athletic teams. He conceived, designed, and installed a personnel-testing system for a 300,000-person organization. The system effectively evaluated numerous behavioral, professional, and performance facets of key employees in the organization. Mr. Qureishi has also managed the development, marketing, and implementation of a broad series of successful computer application programs in business, education, and government. He has vast technical and business experience that he brings to the Board along with extensive contacts and relationships. Mr. Qureishi's decades of experience with executive management and IT technology together with his in-depth knowledge of the Company provide him with the qualifications and skills to serve as a director of our Company and the Chairman of the Board. He is the father-in-law of Nadir Ali, the Company's CEO.

Nadir Ali

Mr. Ali was elected CEO and a Director of the Company in September 2011. Prior thereto, from 2001, he served as President of Sysorex Consulting Inc. and its subsidiaries. As CEO of the Company, Mr. Ali is responsible for establishing the vision, strategic intent, and the operational aspects of Sysorex. Mr. Ali works with the Sysorex executive team to deliver both operational and strategic leadership and has over 15 years of experience in the consulting and high tech industries.

Prior to joining Sysorex, from 1998-2001, Nadir was the co-founder and Managing Director of Tira Capital, an early stage technology fund. Immediately prior thereto, Nadir served as Vice President of Strategic Planning for Isadra, Inc., an e-commerce software start-up. Nadir led the company's capital raising efforts and its eventual sale to VerticalNet. From 1995 through 1998, Nadir was Vice President of Strategic Programs at Sysorex Information Systems (acquired by Vanstar Government Systems in 1997), a leading computer systems integrator. Nadir played a key operations role and was responsible for implementing and managing the company's \$1 billion plus in multi-year contracts. He worked closely with the investment bankers on the sale of Sysorex Information Systems to Vanstar in 1997. This started Mr. Ali's mergers and acquisitions experience which was enhanced with additional M&A activity totaling \$150 million. This experience is critical and relevant to Sysorex's strategy today. Mr. Ali's extensive experience in Sysorex's core government business, as well as extensive contacts and relationships in Silicon Valley and Washington, D.C. were further considered by the Company in appointing Mr. Ali to the Board of Directors. From 1989 to 1994 he was a management consultant, first with Deloitte & Touche LLC in San Francisco and then independently. Mr. Ali received a Bachelor of Arts degree in Economics from the University of California at Berkeley in 1989. Mr. Ali's valuable entrepreneurial, management, M&A and technology experience together with his in-depth knowledge of the Company provide him with the qualifications and skills to serve as a director of our Company. Mr. Ali is the son-in-law of Abdus Salam Qureishi, the Company's Chairman of the Board.

Kevin Harris

Mr. Harris has been appointed to serve as the Company's Chief Financial Officer, effective as of October 19, 2015. Prior to his appointment as Chief Financial Officer of the Company, Mr. Harris had served as the Vice President and Chief Financial Officer of Response Genetics, Inc. (NASDAQ: RGDY), a company focused on the development and sale of molecular diagnostic tests that help determine a patient's response to cancer therapy, since June 12, 2013 and as the Interim Chief Financial Officer from August 2012 to June 12, 2013. Mr. Harris served as Chief Financial Officer and a director of CyberDefender Corporation (NASDAQ: CYDE listed from June 2010 to March 2014) from 2009 until August 2012 (and as interim Chief Executive Officer from August 2011 until August 2012). He also served as Chief Operating Officer of Statmon Technologies Corp. from 2004 to 2009. He began his career at KPMG Peat Marwick as a senior auditor. Mr. Harris's other professional experience includes serving as Head of Production Finance at PolyGram Television, Director of Corporate Financial Planning at Metro-Goldwyn-Mayer Studios and Senior Vice President of Finance at RKO Pictures. Mr. Harris earned a Bachelor of Science in Business Administration from California State University, San Bernardino and is a Certified Public Accountant in the State of California.

Bret Osborn

Mr. Osborn joined Sysorex as President of Lilien Systems ("Lilien", *n.k.a.* Sysorex USA) during the Company's acquisition of Lilien on March 20, 2013. On May 21, 2015 he was appointed as Chief Sales Officer of the Company. Mr. Osborn is a seasoned, highly successful sales executive with responsibility for Sysorex's global sales teams. He oversees the Company's direct sales teams as well as its worldwide reseller partner and systems integration channels. Prior to joining Lilien in 2005, Mr. Osborn held various sales management positions with Blue Arc, EMC Corporation, and Lanier Worldwide.

Craig Harper

Mr. Harper joined Sysorex as Chief Technology Officer on June 24, 2014. Mr. Harper is a pioneer in Big Data, IaaS, SaaS, PaaS and Cloud based technologies. A visionary with nearly 30 years' experience he leads Sysorex engineering and professional services teams in their development efforts. Mr. Harper's prior experience includes 15 years of executive management experience within the cloud infrastructure and mobile application industries including serving as President of Apishpere, a wireless, location-based services company providing secure, scalable orchestration between devices and clouds. Mr. Harper earned an MBA from Babson College and BS degrees in Quantitative Economics & Decision Science, and Computer Science, from the University of California, San Diego.

A. Sage Osterfeld

Mr. Osterfeld joined Sysorex as Chief Marketing Officer of AirPatrol Corporation (“AirPatrol”, which merged into Sysorex USA effective January 1, 2016) during the Company’s acquisition of AirPatrol which was effective April 16, 2014. On October 29, 2015 he was appointed as Chief Marketing Officer of Sysorex. Mr. Osterfeld is a high tech marketing executive with more than 25 years in enterprise software, cybersecurity, mobile and big data analytics. His group manages corporate communications, product marketing and partner relationships for Sysorex. Mr. Osterfeld’s background includes extensive hands-on marketing and product management roles in the enterprise software, network security, Internet, healthcare, mobile, and consumer services spaces.

Wendy Loundermon

Ms. Loundermon has overseen all of Sysorex’s finance, accounting and HR activities from 2002 until October 2014 and was re-appointed as Interim CFO of the Company effective January 2015 through October 2015. She has continued on with the Company as Vice President of Finance and President of Sysorex Government Services, Inc. Ms. Loundermon has over 20 years of finance and accounting experience. She is currently responsible for the preparation and filing of financial statements and reports for all companies, tax return filings, and managing the accounting staff. Ms. Loundermon received a Bachelor of Science degree in Accounting and a Masters of Science degree in Taxation from George Mason University.

Geoffrey Lilien

Mr. Lilien was CEO of Lilien until March 31, 2015 and became a member of the Board upon the Company’s acquisition of Lilien on March 20, 2013. Prior thereto, he held the position of Chairman and CEO with Lilien since 1984, when he founded the Company. He has overseen Lilien’s growth from his being the only employee to having five offices in four states with over 50 employees. Mr. Lilien’s leadership in the reseller community includes his participation on HP Enterprise Council and Avnet Executive Partner Council, and he is regularly quoted in CRN and other trade press. In 2009, he received the VAR 500 Best Partnership Award recognizing nearly two decades of successful partnering with Hewlett-Packard. Mr. Lilien has a B.S. in Applied Science and Business from the University of San Francisco. Much of Lilien Systems’ longevity and success can be attributed to that company’s culture, which evolved under Mr. Lilien’s leadership. Mr. Lilien started out as a technologist and instituted the practice of having the most capable and communicative technical staff in the industry. Mr. Lilien’s valuable entrepreneurial, management, sales and technology experience together with his in-depth knowledge of Lilien’s business operations provide him with the qualifications and skills to serve as a director of our Company.

Leonard A. Oppenheim

Mr. Oppenheim has served as a director of the Company since July 29, 2011. Mr. Oppenheim retired from business in 2001 and has since been active as a private investor. From 1999 to 2001, he was a partner in Faxon Research, a company offering independent research to professional investors. From 1983 to 1999, Mr. Oppenheim was a principal in the Investment Banking and Institutional Sales division of Montgomery Securities. Prior to that, he was a practicing attorney. Mr. Oppenheim is a graduate of New York University Law School. Mr. Oppenheim served on the Board of Apricus Biosciences, Inc. (Nasdaq: APRI), a publicly held bioscience company, from June 2005 to May 2014. Mr. Oppenheim’s public company board experience is essential to the Company. Mr. Oppenheim also meets the Audit Committee Member requirements as a financial expert. Mr. Oppenheim’s public company board experience and financial knowledge provide him with the qualifications and skills to serve as a director of our Company.

Thomas L. Steding

Mr. Steding has served as a director of the Company since July 8, 2014. From April 2011 until March 2013, Mr. Steding was the Chief Executive Officer of Zephyr Photonics, a company which offers high performance optoelectronic solutions for harsh environments. From November 2008 until July 2010, he was the Chief Executive Officer of Red Condor, Inc., a managed service provider of email security systems for businesses, government agencies, and education and service providers. Prior to that, Mr. Steding was the Chief Executive Officer of numerous companies, including Liquid Engines, Inc., a tax software company, Stion Corp., a solar photovoltaic company, and Astoria Software, Inc., a complex document management company. Since 2007, Mr. Steding has served as Chairman of the Board for Linguastat, Inc., a company which provides a variety of services related to businesses' product descriptions and other rich content for the web, mobile and tablet channels. He holds a Ph.D. in Electrical Engineering from University of California, Berkeley, California, and a MS in Management (Sloan Fellow) from Stanford University Graduate School of Business, Stanford, California. He also holds degrees in Electrical Engineering from the University of Michigan. Mr. Steding's substantial executive management experience and his experience in business development with information technology companies give him the qualifications and skills to serve as a director of our Company.

Kareem M. Irfan

Mr. Irfan has served as a director of the Company since July 8, 2014. Since 2014, Mr. Irfan has been the CEO (Global Businesses) of Cranes Software International (Cranes), a business group offering business intelligence, data analytics and engineering software solutions and services. Previously, Mr. Irfan was Chief Strategy Officer at Cranes starting in 2011. From 2005 until 2011, he was General Counsel at Schneider Electric, a Paris-based global company which specializes in electricity distribution, automation and energy management solutions. Mr. Irfan served earlier as Chief IP & IT Counsel at Square D Co., a US-based electrical distribution and automation business and also practiced law at two international IP law firms in Chicago. Mr. Irfan is a graduate of DePaul University College of Law, holds a MS in Computer Engineering from the University of Illinois, and a BS in Electronics Engineering from Bangalore University. Mr. Irfan's extensive experience in advising information technology companies, managing corporate governance and regulatory management policies, and over fifteen years of executive management leadership give him strong qualifications and skills to serve as a director of our Company.

Board of Directors

Our Board may establish the authorized number of directors from time to time by resolution. The current authorized number of directors is seven. Our current directors, if elected, will continue to serve as directors until the next annual meeting of stockholders and until his or her successor has been elected and qualified, or until his or her earlier death, resignation, or removal.

Our Board held 3 meetings during 2015. The Board also acted 16 times by unanimous written consent. All members of the board except Kareem Irfan attended more than 75% of the aggregate of the total number of meetings of the Board (held during the period for which he was a director). Members of our Board are invited and encouraged to attend each annual meeting of stockholders.

We continue to review our corporate governance policies and practices by comparing our policies and practices with those suggested by various groups or authorities active in evaluating or setting best practices for corporate governance of public companies. Based on this review, we have adopted, and will continue to adopt, changes that the Board believes are the appropriate corporate governance policies and practices for our Company.

Independence of Directors

In determining the independence of our directors, we apply the definition of "independent director" provided under the listing rules of The NASDAQ Stock Market LLC ("NASDAQ"). Pursuant to these rules, the Board has determined that all of the directors currently serving on the Board, are independent within the meaning of NASDAQ Listing Rule 5605 with the exception of Nadir Ali, Abdus Salam Qureishi who are executive officers, and Geoffrey Lilien who was employed by a subsidiary of the Company through December 31, 2015.

Committees of our Board

The Board has three standing committees: the Audit Committee, the Compensation Committee, and the Nominating and Corporate Governance Committee.

Audit Committee

The Audit Committee consists of three directors. Leonard Oppenheim, Thomas Steding, and Kareem Irfan were the members through October 31, 2015, all of whom are “independent” as defined under section 5605(a)(2) of the NASDAQ Listing Rules. Effective November 1, 2015 Tanveer Khader, who is also independent, replaced Thomas Steding as a member of the committee. In addition, the Board has determined that Leonard Oppenheim qualifies as an “audit committee financial expert” as defined in the rules of the SEC. The Audit Committee operates pursuant to a charter, which can be viewed on our website at <http://www.sysorex.com> (under “Investors”). The Audit Committee met 6 times during 2015 with all members in attendance at each meeting, except Kareem Irfan and Leonard Oppenheim who were each not present at one of the meetings. All members attended more than 75% of such committee meetings. The role of the Audit Committee is to:

- oversee management’s preparation of our financial statements and management’s conduct of the accounting and financial reporting processes;
- oversee management’s maintenance of internal controls and procedures for financial reporting;
- oversee our compliance with applicable legal and regulatory requirements, including without limitation, those requirements relating to financial controls and reporting;
- oversee the independent auditor’s qualifications and independence;
- oversee the performance of the independent auditors, including the annual independent audit of our financial statements;
- prepare the report required by the rules of the SEC to be included in our Proxy Statement; and
- discharge such duties and responsibilities as may be required of the Committee by the provisions of applicable law, rule or regulation.

Compensation Committee

The Compensation Committee consists of two directors, Leonard Oppenheim and Thomas Steding, all of whom are “independent” as defined in section 5605(a)(2) of the NASDAQ Listing Rules. The Compensation Committee did not hold an official meeting during 2015 but rather conducted business through written consents. The role of the Compensation Committee is to:

- develop and recommend to the independent directors of the Board the annual compensation (base salary, bonus, stock options and other benefits) for our President/Chief Executive Officer;
- review, approve and recommend to the independent directors of the Board the annual compensation (base salary, bonus and other benefits) for all of our Executive Officers (as used in Section 16 of the Securities Exchange Act of 1934 and defined in Rule 16a-1 thereunder);
- review, approve and recommend to the Board the aggregate number of equity grants to be granted to all other employees; and
- ensure that a significant portion of executive compensation is reasonably related to the long-term interest of our stockholders.

A copy of the charter of the Compensation Committee is available on our website at <http://www.sysorex.com> (under “Investors”).

The Compensation Committee may form and delegate a subcommittee consisting of one or more members to perform the functions of the Compensation Committee. The Compensation Committee may engage outside advisers, including outside auditors, attorneys and consultants, as it deems necessary to discharge its responsibilities. The Compensation Committee has sole authority to retain and terminate any compensation expert or consultant to be used to provide advice on compensation levels or assist in the evaluation of director, President/Chief Executive Officer or senior executive compensation, including sole authority to approve the fees of any expert or consultant and other retention terms. In addition, the Compensation Committee considers, but is not bound by, the recommendations of our Chief Executive Officer with respect to the compensation packages of our other executive officers.

Nominating and Corporate Governance Committee

The Nominating and Corporate Governance Committee, or the “Governance Committee”, consists of three directors, Leonard Oppenheim, Thomas Steding and Tanveer Khader, all of whom are “independent” as defined in section 5605(a)(2) of the NASDAQ Listing Rules. The Governance Committee acted one time during 2015 with all members in attendance. The role of the Governance Committee is to:

- evaluate from time to time the appropriate size (number of members) of the Board and recommend any increase or decrease;
- determine the desired skills and attributes of members of the Board, taking into account the needs of the business and listing standards;
- establish criteria for prospective members, conduct candidate searches, interview prospective candidates, and oversee programs to introduce the candidate to us, our management, and operations;
- annually recommend to the Board persons to be nominated for election as directors;
- recommend to the Board the members of all standing Committees;
- periodically review the “independence” of each director;
- adopt or develop for Board consideration corporate governance principles and policies; and
- provide oversight to the strategic planning process conducted annually by our management.

A copy of the charter of the Governance Committee is available on our website at <http://www.sysorex.com> (under “Investors”).

Stockholder Communications

Stockholders may communicate with the members of the Board, either individually or collectively, by writing to the Board at 2479 E. Bayshore Road, Suite 195, Palo Alto, CA 94303. These communications will be reviewed by the Secretary as agent for the non-employee directors in facilitating direct communication to the Board. The Secretary will treat communications containing complaints relating to accounting, internal accounting controls, or auditing matters as reports under our Whistleblower Policy. Further, the Secretary will disregard communications that are bulk mail, solicitations to purchase products or services not directly related either to us or the non-employee directors’ roles as members of the Board, sent other than by stockholders in their capacities as such or from particular authors or regarding particular subjects that the non-employee directors may specify from time to time, and all other communications which do not meet the applicable requirements or criteria described below, consistent with the instructions of the non-employee directors.

General Communications. The Secretary will summarize all stockholder communications directly relating to our business operations, the Board, our officers, our activities or other matters and opportunities closely related to us. This summary and copies of the actual stockholder communications will then be circulated to the Chairman of the Nominating and Corporate Governance Committee (the “Governance Committee”).

Stockholder Proposals and Director Nominations and Recommendations. Stockholder proposals are reviewed by the Secretary for compliance with the requirements for such proposals set forth in our Bylaws and in Regulation 14a-8 promulgated under the Securities Exchange Act of 1934 (“Exchange Act”). Stockholder proposals that meet these requirements will be summarized by the Secretary. Summaries and copies of the stockholder proposals are circulated to the Chairman of the Governance Committee.

Stockholder nominations for directors are reviewed by the Secretary for compliance with the requirements for director nominations that are set forth in our Bylaws. Stockholder nominations for directors that meet these requirements are summarized by the Secretary. Summaries and copies of the nominations or recommendations are then circulated to the Chairman of the Governance Committee.

The Governance Committee will consider director candidates recommended by stockholders. If a director candidate is recommended by a stockholder, the Governance Committee expects to evaluate such candidate in the same manner it evaluates director candidates it identifies. Stockholders desiring to make a recommendation to the Governance Committee should follow the procedures set forth above regarding stockholder nominations for directors.

Retention of Stockholder Communications. Any stockholder communications which are not circulated to the Chairman of the Governance Committee because they do not meet the applicable requirements or criteria described above will be retained by the Secretary for at least ninety calendar days from the date on which they are received, so that these communications may be reviewed by the directors generally if such information relates to the Board as a whole, or by any individual to whom the communication was addressed, should any director elect to do so.

Distribution of Stockholder Communications. Except as otherwise required by law or upon the request of a non-employee director, the Chairman of the Governance Committee will determine when and whether a stockholder communication should be circulated among one or more members of the Board and/or Company management.

Director Qualifications and Diversity

The Board seeks independent directors who represent a diversity of backgrounds and experiences that will enhance the quality of the Board's deliberations and decisions. Candidates should have substantial experience with one or more publicly traded companies or should have achieved a high level of distinction in their chosen fields. The Board is particularly interested in maintaining a mix that includes individuals who are active or retired executive officers and senior executives, particularly those with experience in technology; research and development; finance, accounting and banking; or marketing and sales.

There is no difference in the manner in which the Governance Committee evaluates nominees for director based on whether the nominee is recommended by a stockholder. In evaluating nominations to the Board of Directors, the Governance Committee also looks for depth and breadth of experience within the Company's industry and otherwise, outside time commitments, special areas of expertise, accounting and finance knowledge, business judgment, leadership ability, experience in developing and assessing business strategies, corporate governance expertise, and for incumbent members of the Board, the past performance of the incumbent director. Each of the candidates nominated for election to our Board was recommended by the Governance Committee.

Code of Business Conduct and Ethics

The Board of Directors has adopted a code of business conduct and ethics (the "Code") designed, in part, to deter wrongdoing and to promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships, full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with or submits to the Securities and Exchange Commission and in the Company's other public communications, compliance with applicable governmental laws, rules and regulations, the prompt internal reporting of Code violations to an appropriate person or persons, as identified in the Code and accountability for adherence to the Code. The Code applies to all directors, executive officers and employees of the Company. The Code is periodically reviewed by the Board of Directors. In the event we determine to amend or waive certain provisions of the Code, we intend to disclose such amendments or waivers on our website at <http://www.sysorex.com> under the heading "Investors" within four business days following such amendment or waiver or as otherwise required by the Nasdaq Listing Rules.

Risk Oversight

Our Board provides risk oversight for our entire company by receiving management presentations, including risk assessments, and discussing these assessments with management. The Board's overall risk oversight, which focuses primarily on risks and exposures associated with current matters that may present material risk to our operations, plans, prospects or reputation, is supplemented by the various committees. The Audit Committee discusses with management and our independent registered public accounting firm our risk management guidelines and policies, our major financial risk exposures and the steps taken to monitor and control such exposures. Our Compensation Committee oversees risks related to our compensation programs and discusses with management its annual assessment of our employee compensation policies and programs. Our Nomination and Governance Committee oversees risks related to corporate governance and management and director succession planning.

Board Leadership Structure

The Chairman of the Board presides at all meetings of the Board. Currently, the offices of Chairman of the Board and Chief Executive Officer are separated. The Company has no fixed policy with respect to the separation of the offices of the Chairman of the Board and Chief Executive Officer. The Board believes that the separation of the offices of the Chairman of the Board and Chief Executive Officer is in the best interests of the Company and will review this determination from time to time.

Compliance with Section 16 of the Exchange Act

Based solely upon a review of Forms 3 and 4 and amendments thereto furnished to us under Rule 16a-3(e) during the year ended December 31, 2015, Forms 5 and any amendments thereto furnished to us with respect to the year ended December 31, 2015, and the representations made by the reporting persons to us, we believe that the following person(s) who, at any time during such fiscal year was a director, officer or beneficial owner of more than 10% of the Company's common stock, failed to comply with all Section 16(a) filing requirements during the fiscal year:

Name	Number of Late Reports	Number of Transactions not Reported on a Timely Basis	Failure to File a Required Form
Nadir Ali	1*	1	0
Wendy Loudermon	1**	1	0

* Mr. Ali was late filing a Form 4 reflecting an acquisition of stock options on April 17, 2015.

** Ms. Loudermon was late filing a Form 4 reflecting an acquisition of stock options on May 9, 2015.

ITEM 11: EXECUTIVE COMPENSATION

The table below sets forth, for the last two fiscal years, the compensation earned by (i) each individual who served as our principal executive officer, (ii) our two other most highly compensated executive officers, other than our principal executive officer, who were serving as an executive officer at the end of the last fiscal year, and (iii) up to two additional individuals for whom disclosure would have been provided pursuant to the preceding paragraph (ii) but for the fact that the individual was not serving as an executive officer of the Company at the end of the last completed fiscal year. Together, these three individuals are sometimes referred to as the “Named Executive Officers.”

<u>Name and Principal Position</u>	<u>Year</u>	<u>Salary (\$)</u>	<u>Bonus (\$)</u>	<u>Option Awards (\$)</u>	<u>All Other Compensation (\$)</u>	<u>Total (\$)</u>
Nadir Ali, Chief Executive Officer of Sysorex	2015	\$ 252,400	\$ 266,329	\$ 507,500(1)	\$ 183,399(2)	\$ 1,209,629
	2014	\$ 240,000	\$ 140,000	\$ -	\$ 153,711(2)	\$ 533,711
Bret Osborn, President of Lilien Systems	2015	\$ 180,000	\$ 374,840	\$ 188,600(1)	\$ 11,959(4)	\$ 755,399
	2014	\$ 180,000	\$ 385,726	\$ -	\$ 7,020(5)	\$ 572,746
Craig Harper, Chief Technology Officer of Sysorex	2015	\$ 220,001	\$ 110,000	\$ 180,050(1)	\$ 7,020(5)	\$ 517,071
	2014	\$ 103,846	\$ -	\$ 127,800(1)	\$ 3,510(5)	\$ 235,156

- (1) The fair value of employee option grants are estimated on the date of grant using the Black-Scholes option pricing model with key weighted average assumptions, expected stock volatility and risk free interest rates based on US Treasury rates from the applicable periods.
- (2) Accrued vacation paid as compensation and housing allowance.
- (3) Accrued vacation paid as compensation.
- (4) Represents fringe benefits and auto allowance.
- (5) Represents an automobile allowance.

Outstanding Equity Awards at Fiscal Year-End

Other than as set forth below, there were no outstanding unexercised options, unvested stock, and/or equity incentive plan awards issued to our named executive officers as of December 31, 2015.

Name	Option Awards				Stock Awards			Equity incentive plan awards: market or payout value of unearned shares, units or other rights that have not vested (\$)(1)	
	Number of securities underlying unexercised options (#) exercisable	Number of securities underlying unexercised options (#) unexercisable	Equity incentive plan awards: number of securities underlying unexercised unearned options (#)	Option exercise price (\$)	Option expiration date	Number of shares or units of stock that have not vested #	Market value of shares of units of stock that have not vested (\$)		Equity incentive plan awards: number of unearned shares, units or other rights that have not vested (#)
Nadir Ali	125,000(1)	-0-	-0-	0.312	12/21/2022	-0-	-0-	-0-	-0-
	156,250(2)	468,750(2)	-0-	2.70	08/12/2023	-0-	-0-	-0-	-0-
	93,750(3)	406,250(3)	-0-	2.32	04/17/2025	-0-	-0-	-0-	-0-
Bret Osborn	16,666(3)	183,334(3)	-0-	1.75	08/05/2025	-0-	-0-	-0-	-0-
Craig Harper	28,125(3)	46,875(3)	-0-	3.79	07/03/2024	-0-	-0-	-0-	-0-
	28,645(3)	96,355(3)	-0-	1.56	02/12/2025	-0-	-0-	-0-	-0-
	8,333(3)	91,667(3)	-0-	1.75	08/05/2025	-0-	-0-	-0-	-0-

(1) This option is 100% vested.

(2) This option vests 25% on August 14, 2015 and vests 25% over the following three anniversaries of the grant date.

(3) This option vests 1/48th per month at the end of each month starting on the grant date.

Employment Agreements and Arrangements

On July 1, 2010, Nadir Ali entered into an “at will” Employment and Non-Compete Agreement, as subsequently amended, with the Sysorex Group, consisting of Sysorex Federal, Inc., Sysorex Government Services and Sysorex Consulting prior to their acquisition by the Company. Under the terms of the Employment Agreement Mr. Ali serves as President. The Employment Agreement was assumed by the Company and Mr. Ali became CEO in September 2011. Mr. Ali’s salary under the Agreement is \$240,000 per annum plus other benefits including a bonus plan, a housing allowance, health insurance, life insurance and other standard Sysorex employee benefits. If Mr. Ali’s employment is terminated without Cause (as defined), he will receive his base salary for 12 months from the date of termination. Mr. Ali’s employment agreement provides that he will not compete with the Company for a period ending 12 months from termination and will be subject to non-solicitation provisions relating to employees, consultants and customers, distributors, partners, joint ventures or suppliers of the Company. On April 17, 2015, the Compensation Committee approved the increase of Mr. Ali’s annual salary to \$252,400 per annum, effective January 1, 2015.

On March 20, 2013, upon the Company’s acquisition of Lilien Systems, Lilien Systems (“Lilien”, *n.k.a.* “Sysorex USA”) entered into a two year employment agreement with Bret Osborn to serve as President of Lilien Systems. Under the agreement Mr. Osborn’s salary was \$180,000 per year and he was eligible to receive compensation under a bonus plan. If the contract was terminated by Lilien for Cause (as defined), or if Mr. Osborn resigned without Good Reason (as defined), Mr. Osborn shall only receive his compensation earned through the termination date. If the contract was terminated by Lilien without Cause or if Mr. Osborn terminated his employment for Good Reason, or upon a Change in Control (as defined), Mr. Osborn was also entitled to one year’s severance pay; all non-vested equity in the Company shall accelerate and vest on the date of termination and all healthcare and life insurance coverage through the end of the term shall be paid by the Company. After the expiration of the employment agreement Mr. Osborn’s compensation arrangement includes an annual salary of \$180,000 plus other benefits including a bonus plan, commission plan and auto allowance.

Craig Harper joined the Company on June 24, 2014. His compensation arrangements include an annual salary of \$200,000 plus other benefits including a bonus plan, commission plan and auto allowance. Effective July 1, 2015 Mr. Harper’s annual salary was increased to \$240,000 per year.

Securities Authorized for Issuance under Equity Compensation Plans

On September 1, 2011 our Board of Directors and stockholders adopted the 2011 Employee Stock Incentive Plan, which was amended and restated on May 2, 2014 (the Amended and Restated 2011 Employee Stock Incentive Plan is referred to as the “Plan”). The purpose of the Plan is to provide an incentive to attract and retain directors, officers, consultants, advisors and employees whose services are considered valuable, to encourage a sense of proprietorship, and to stimulate an active interest of these persons in our development and financial success. Under the Plan, as amended, we are authorized to issue up to 2,634,500 shares of Common Stock, with yearly increases equal to 10% of the number of shares issued during the prior calendar year, including incentive stock options intended to qualify under Section 422 of the Internal Revenue Code of 1986, as amended, non-qualified stock options, stock appreciation rights, performance shares, restricted stock and long term incentive awards. On June 18, 2015 the stockholders approved an amendment to the Plan increasing the number of shares of common stock authorized for awards under the Plan by 3,000,000, subject to annual increases. Thus, effective as of January 1, 2016, an aggregate of 6,756,033 shares are authorized for grant under the Plan. The Plan is administered by our Board until authority is delegated to a committee of the board of directors.

The table below provides information as of December 31, 2015 regarding the Plan and such other compensation plans under which equity securities of the Company have been authorized for issuance.

Plan Category	Number of securities to be issued upon exercise of outstanding options(a)	Weighted-average exercise price of outstanding (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column a) (c)
Equity compensation plans approved by security holders	4,128,049	\$ 1.89	2,627,984
Equity compensation plans not approved by security holders	625,000(1)	\$ 2.70	0
Total	4,753,049	\$ 2.00	2,627,984

(1) Options granted to Nadir Ali on August 14, 2013.

Director Compensation

The following table provides certain summary information concerning compensation awarded to, earned by or paid to our Directors in the year ended December 31, 2015 except those Directors who were also Named Executive Officers and whose compensation information has been disclosed above.

Name	Fees Earned or paid in cash (\$)	Stock awards (\$)	Option awards (\$)	Non-equity Incentive plan compensation (\$)	Nonqualified deferred compensation earnings (\$)	All other compensation (\$)	Total (\$)
Leonard Oppenheim	\$ 45,500	\$ 44,872	\$ 16,960	-	-	-	\$ 107,332
Thomas Steding	\$ 43,500	\$ 32,200	\$ 35,360	-	-	\$ 23,750(1)	\$ 134,810
Kareem Irfan	\$ 31,250	\$ 32,200	\$ 16,960	-	-	-	\$ 80,410
Tanveer Khader	\$ 31,000	\$ 32,200	\$ 16,960	-	-	-	\$ 80,160
A. Salam Qureishi	-	-	-	-	-	\$ 360,000(1)	\$ 360,000
Geoffrey Lilien	-	-	-	-	-	\$ 197,905(2)	\$ 197,905

(1) Compensation under a consulting agreement as fully described in Item 13.

(2) Compensation as an employee of Lilien Systems to include salary, bonus and auto allowance.

Directors are entitled to reimbursement of ordinary and reasonable expenses incurred in exercising their responsibilities and duties as a director. Additionally, on July 14, 2014 the Board approved to award its independent directors the following compensation (the "Compensation") for fiscal year 2014 (July 2014 – June 2015) (subject to a definitive agreement): \$20,000 per year for their services rendered on the Board, \$2,500 per year for service on a committee, a non-qualified stock option grant to purchase 10,000 shares of the Company's common stock, par value \$0.001 per share (the "Common Stock") under the Company's 2011 Employee Stock Incentive Plan which was amended and restated on May 2, 2014 (the "Plan"), and a restricted stock award of 20,000 shares of Common Stock under the Plan, which will vest in increments of 5,000 shares per quarter over a period of one year from the grant date. Effective July 1, 2015 the Board approved the following compensation plan for the independent directors: \$30,000 per year for their services rendered on the Board, \$15,000 per year for service as the audit committee chair, \$10,000 per year for service as the compensation committee chair, \$6,000 per year for service on the audit committee, \$4,000 per year for service on the compensation committee, \$2,500 per year for service on the nominating committee, a non-qualified stock option grant to purchase 20,000 shares of the Company's common stock under the Company's Employee Stock Incentive Plan, and a restricted stock award of 20,000 shares of Common Stock under the Plan, which will vest in increments of 5,000 shares per quarter over a period of one year from the grant date. The payment of any portion of the Compensation, including the grants of any securities under the Plan shall be subject to the terms and conditions of definitive agreements to be entered into between the Company and its independent directors.

ITEM 12: SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth certain information as of April 27, 2016, regarding the beneficial ownership of our common stock by the following persons:

- each person or entity who, to our knowledge, owns more than 5% of our common stock;
- our executive officers as defined in Item 402(a)(3) of Regulation S-K;
- each director; and
- all of our executive officers and directors as a group.

Unless otherwise indicated in the footnotes to the following table, each person named in the table has sole voting and investment power and that person's address is c/o Sysorex Global, 2479 E. Bayshore Road, Suite 195, Palo Alto, California 94303. Shares of common stock subject to options, warrants, or other rights currently exercisable or exercisable within 60 days of April 27, 2016, are deemed to be beneficially owned and outstanding for computing the share ownership and percentage of the stockholder holding the options, warrants or other rights, but are not deemed outstanding for computing the percentage of any other stockholder.

Name and Address of Beneficial Owner	Amount and nature of beneficial ownership	Percent of Class (1)
Abdus Salam Qureishi	1,934,354(3)	7.6%
Nadir Ali	1,381,012(4)	5.4%
Geoffrey I. Lilien	1,539,241	6.1%
Bret Osborn	652,672(8)	2.6%
Leonard Oppenheim	97,808(9)	*
Thomas Steding	45,416(10)	*
Kareem Ifran	38,125(11)	*
Tanveer Khader	2,206,143(6)	8.8%
Craig Harper	108,603(12)	*
Kevin Harris	15,000	*
Wendy Loundermon	338,381(2)	1.3%
A. Sage Osterfeld	44,791(13)	*
All Directors and Executive Officers as a Group (9 persons)	8,401,546(7)	31.6%

5% Beneficial Owners

SyHoldings Corporation (5)	2,168,018	8.6%
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* less than 1% of the issued and outstanding shares of common stock.

(1) Based on 25,116,035 shares outstanding on April 27, 2016.

(2) Includes (i) 18,298 shares of common stock held of record by Ms. Loundermon, (ii) 298,333 shares of common stock issuable to Ms. Loundermon upon exercise of outstanding stock options, and (iii) warrants for 21,750 shares held directly by Ms. Loundermon.

(3) Includes (i) 142,754 shares of common stock held of record by Abdus Salam Qureishi, (ii) 907,288 shares of common stock held of record by the Qureishi 1998 Family Trust, (iii) 250,000 shares of common stock issuable to Mr. Qureishi upon exercise of an outstanding stock option, (iv) 154,928 shares of common stock issuable to Mr. Qureishi upon exercise of an outstanding common stock purchase warrant, (v) 182,971 shares of common stock held of record by SVI ("SVI"), (vi) 259,819 shares of common stock held of record by Cap Invest Inc. ("Cap Invest"), and (vii) 36,594 shares of common stock held of record by Naheed Qureishi, Mr. Qureishi's wife. Mr. Qureishi is the majority shareholder of SVI and Cap Invest and may be deemed to have voting and investment control of the shares of Common Stock held by such entities. Mr. Qureishi is the sole trustee of the Qureishi 1998 Family Trust and may be deemed to have sole voting and investment control.

- (4) Includes (i) 570,413 shares of common stock held of record by Nadir Ali, (ii) 437,500 shares of common stock issuable to Nadir Ali upon exercise of an outstanding stock option, (iii) 54,892 shares of common stock held of record by Lubna Qureishi, Mr. Ali's wife, (iv) 274,457 shares of common stock held of record by the Qureishi Ali Grandchildren Trust, and (v) 43,750 shares of common stock issuable to Lubna Qureishi upon exercise of an outstanding common stock purchase warrant. Mr. Ali is the joint-trustee (with his wife Lubna Qureishi) of the Qureishi Ali Grandchildren Trust and has voting and investment control over the shares held.
- (5) The power to vote and dispose of these shares is held by Mr. Tanveer Khader, 1735 Technology Drive, #430, San Jose, CA 95110.
- (6) Includes (i) 2,168,018 shares of common stock owned directly by SyHolding Corp., (ii) 30,000 shares of common stock held of record by Mr. Khader and (iii) 8,125 shares of common stock issuable to Tanveer Khader upon exercise of outstanding stock options. Tanveer Khader holds the power to vote and dispose of the Sy Holdings Corporation shares.
- (7) Includes (i) 3,166,381 shares of common stock held directly, or by spouse, (ii) 3,792,553 shares of common stock held of record by entities, (iii) 1,214,684 shares of common stock issuable upon exercise of stock options, and (iv) 227,928 shares of common stock issuable upon exercise of common stock purchase warrants.
- (8) Includes (i) 611,006 shares of common stock held of record by Mr. Osborn and (ii) 41,666 shares of common stock issuable to Bret Osborn upon exercise of outstanding stock options.
- (9) Includes (i) 82,183 shares of common stock held of record by Mr. Oppenheim, (ii) 8,125 shares of common stock issuable to Leonard Oppenheim upon exercise of outstanding stock options, and (iii) warrants for 7,500 shares held directly by Mr. Oppenheim.
- (10) Includes (i) 30,000 shares of common stock held of record by Mr. Steding and (ii) 15,416 shares of common stock issuable to Thomas Steding upon exercise of outstanding stock options.
- (11) Includes (i) 30,000 shares of common stock held of record by Mr. Irfan and (ii) 8,125 shares of common stock issuable to Kareem Irfan upon exercise of outstanding stock options.
- (12) Includes (i) 6,000 shares of common stock held of record by Mr. Harper and (ii) 102,603 shares of common stock issuable to Craig Harper upon exercise of outstanding stock options.
- (13) Includes 44,791 shares of common stock issuable to A. Sage Osterfeld upon exercise of outstanding stock options.

ITEM 13: CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Review, Approval or Ratification of Transactions with Related Persons.

The Board of Directors reviews issues involving potential conflicts of interest, and reviews and approves all related party transactions, including those required to be disclosed as a “related party” transaction under applicable federal securities laws. The Board has not adopted any specific procedures for conducting reviews of potential conflicts of interest and considers each transaction in light of the specific facts and circumstances presented. However, to the extent a potential related party transaction is presented to the Board, the Company expects that the Board would become fully informed regarding the potential transaction and the interests of the related party, and would have the opportunity to deliberate outside of the presence of the related party. The Company expects that the Board would only approve a related party transaction that was in the best interests of the Company, and further would seek to ensure that any completed related party transaction was on terms no less favorable to the Company than could be obtained in a transaction with an unaffiliated third party. Other than as described below, no transaction requiring disclosure under applicable federal securities laws occurred during fiscal year 2015 that was submitted to the Board of Directors for approval as a “related party” transaction.

Related Party Transactions

Securities and Exchange Commission regulations define the related person transactions that require disclosure to include any transaction, arrangement or relationship in which the amount involved exceeds the lesser of \$120,000 or one percent of the average of our total assets at year end for the last two completed fiscal years in which we were or are to be a participant and in which a related person had or will have a direct or indirect material interest. A related person is: (i) an executive officer, director or director nominee, (ii) a beneficial owner of more than 5% of our common stock, (iii) an immediate family member of an executive officer, director or director nominee or beneficial owner of more than 5% of our common stock, or (iv) any entity that is owned or controlled by any of the foregoing persons or in which any of the foregoing persons has a substantial ownership interest or control.

For the period from January 1, 2014, through the date of the report (the “Reporting Period”), described below are certain transactions or series of transactions between us and certain related persons.

Note Payable to Related Party

The Company has borrowed funds from Sysorex Consulting, Inc., who is a shareholder of the Company and for which A. Salam Qureishi is the majority shareholder, pursuant to an oral agreement with no stated interest rate and which is payable upon demand. Non-interest bearing amounts due on demand from Sysorex Consulting, Inc. to Sysorex Saudi Arabia, Inc. were \$665,554 as of December 31, 2015 and December 31, 2014. These advances were made to fund operations of Sysorex Consulting and recorded as intercompany accounts without any written agreement. The largest aggregate amount of principal outstanding during the years ended December 31, 2015 and 2014 was \$665,554 with no principal or interest paid during those periods.

Agreements with Duroob Technology, Inc.

During 2015 the Company borrowed funds for working capital from Duroob Technology, Inc., a Saudi Arabian limited liability company (“Duroob”), a related party as Duroob’s CEO owns a minority interest in Sysorex Arabia LLC, pursuant to an oral agreement with no stated interest rate and which is payable upon demand. As of December 31, 2015, Duroob was owed \$1,867. The largest aggregate amount of principal outstanding during the year ended December 31, 2015 was \$1,867 and there were no interest payments paid during the year. Sysorex Arabia LLC is 50.2% owned by the Company and 49.8% owned by Abdul Aziz Salloum (“Salloum”), its general manager. Salloum is also the CEO and principal shareholder of Duroob.

Consulting Agreements

Effective April 1, 2013, the Company entered into a Consulting Services Ordering Agreement with its Chairman of the Board, Mr. Abdus Salam Qureishi. Under the agreement, Mr. Qureishi, as the former CEO of the Company, would consult on various operations of the Company and be compensated at an hourly rate of \$375 per hour. The original term was for one year, expiring March 31, 2014, which was extended to March 31, 2016 by two amendments to the agreement. On March 25, 2016, the Company entered into an Amendment No. 3 (the "Amended Agreement") with Mr. Qureishi, effective March 16, 2016, pursuant to which the Company agreed to pay Mr. Qureishi a fee of \$20,000 per month for all consulting services performed during the term of the agreement. In addition, the Amended Agreement provided for an extension of the term for an additional nine months from March 31, 2016 to December 31, 2016. Mr. Qureishi received \$360,000 and \$360,000 during 2015 and 2014, respectively.

Thomas Steding, a director, has resigned from the Audit Committee of the Company's Board of Directors effective November 1, 2015. Mr. Steding has signed an agreement ("Steding Consulting Agreement") to provide consulting services to the Company subsequent to that date. The services required by the consulting agreement include providing guidance on general management and leadership, cultural practices and reinforcement, marketing strategy and positioning, product development best practice, weekly control practices, executive development, and similar services. The term of the agreement will expire on October 31, 2016, unless extended by the Company. Mr. Steding will be paid \$5,000 per month as compensation for his services, will receive an option to purchase 50,000 shares of the Company's common stock and will be reimbursed, in accordance with the Company's travel and entertainment policy, expenses incurred by him in providing the services. The right to purchase 1/48th of the option shares will vest for each month of Mr. Steding's continuous service to the Company, starting on the date the Board of Directors approves the option grant. Mr. Steding will continue to serve on the Company's Board of Directors, Compensation Committee and Nominating Committee.

Employment Agreements

On March 20, 2013, upon the Company's acquisition of Lilien Systems, Lilien Systems ("Lilien", *n.k.a.* Sysorex USA) entered into a two-year employment agreement with Geoffrey Lilien, as CEO of Lilien Systems. Under the agreement Mr. Lilien's salary was \$238,704 and he was eligible to receive compensation under a bonus plan. If the contract is terminated by Lilien for Cause (as defined), or if Mr. Lilien resigns without Good Reason (as defined), Mr. Lilien shall only receive his compensation earned through the termination date. If the contract is terminated by Lilien without Cause or if Mr. Lilien terminates his employment for Good Reason, or upon a Change in Control (as defined), Mr. Lilien shall also be entitled to one year's severance pay; all non-vested equity in the Company shall accelerate and vest on the date of termination and all healthcare and life insurance coverage through the end of the term shall be paid by the Company. For purposes of this Agreement, Cause shall include, among other things: the gross profits for calendar years ending December 31, 2013 and 2014 attributable to Lilien are more than 25% below the Gross Profit Projections for Lilien provided by Mr. Lilien. After the expiration of the employment agreement and effective April 1, 2015 Mr. Lilien's compensation arrangement was a salary of \$10,000 a month, he was eligible for commissions and bonuses during the 1st quarter of 2015 and was eligible to participate in the Company's health insurance plan until December 31, 2015.

On April 18, 2014, upon the Company's acquisition of AirPatrol Corporation, AirPatrol Corporation ("AirPatrol", which merged into Sysorex USA effective January 1, 2016) entered into an employment agreement with A. Sage Osterfeld to serve as Chief Marketing Officer of AirPatrol. Under the agreement Mr. Osterfeld's base salary is \$180,000 per year and he is eligible to receive compensation under the company's bonus programs and participate in the Company's equity incentive plans. Either AirPatrol or Mr. Osterfeld may terminate the agreement with 30-day prior notice. If the agreement is terminated for any reason, Mr. Osterfeld shall receive (1) any earned but unpaid base salary and annual bonus through the date of termination; (2) any unreimbursed expenses incurred through the date of termination; (3) the value of any accrued but unpaid vacation time; and (4) any other vested accrued benefits Ms. Osterfeld may be entitled to. If AirPatrol terminates the agreement without "Cause" (as defined), Mr. Osterfeld terminates the agreement with Good Reason (as defined), or Mr. Osterfeld's employment is not assumed upon a Change of Control (as defined), in addition to the above payments, AirPatrol shall pay Mr. Osterfeld three-month base salary less all applicable taxes on the date of such termination. The employment agreement with Mr. Osterfeld is attached to this Amendment as Exhibit 10.39 and incorporated by reference herein. Mr. Osterfeld's annual salary was increased to \$200,000 on March 1, 2015.

ITEM 14: PRINCIPAL ACCOUNTANT FEES AND SERVICES

Set forth below are approximate fees for services rendered by Marcum LLP, our independent registered public accounting firm, for the fiscal years ended December 31, 2015 and 2014.

	<u>2015</u>	<u>2014</u>
Audit Fees ⁽¹⁾	\$ 266,042	\$ 339,771
Audit Related Fees	\$ 65,311	\$ 321,499
Tax Fees	\$ 0	\$ 4,165
All Other Fees	\$ 0	\$ 0

(1) Audit fees represent fees for professional services provided in connection with the audit of our financial statements and review of our quarterly financial statements and audit services provided in connection with other statutory or regulatory filings.

Audit Fees. The “Audit Fees” are the aggregate fees of Marcum attributable to professional services rendered in 2015 and 2014 for the audit of our annual financial statements, for review of financial statements included in our quarterly reports on Form 10-Q or for services that are normally provided by Marcum in connection with statutory and regulatory filings or engagements for that fiscal year. These fees include fees billed for professional services rendered by Marcum for the review of registration statements or services that are normally provided in connection with statutory and regulatory filings or engagements for those fiscal years.

Audit-Related Fees. Marcum billed us for professional services that were reasonably related to the performance of the audit or review of financial statements in 2015 and 2014, which are not included under Audit Fees above including the filing of our registration statements, including our Registration Statement on Form S-1 related to our public offering in April 2014. This amount also includes audit fees related to acquisitions.

Tax Fees. Marcum billed us for professional services rendered for tax advice and planning in 2014 and not in 2015.

All Other Fees. Marcum did not perform any services for us or charge any fees other than the services described above in 2015 and 2014.

Pre-approval Policies and Procedures

The Audit Committee is required to review and approve in advance the retention of the independent auditors for the performance of all audit and lawfully permitted non-audit services and the fees for such services. The Audit Committee may delegate to one or more of its members the authority to grant pre-approvals for the performance of non-audit services, and any such Audit Committee member who pre-approves a non-audit service must report the pre-approval to the full Audit Committee at its next scheduled meeting. The Audit Committee is required to periodically notify the Board of their approvals. The required pre-approval policies and procedures were complied with during 2015.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

15(a)(1) Financial Statements

The financial statements filed as part of this report are listed and indexed in the table of contents of the Original Filing and incorporated by reference to the Original Filing. Financial statement schedules have been omitted because they are not applicable or the required information has been included elsewhere in the Original Filing.

15(a)(2) Financial Statement Schedules

Not applicable.

15(a)(3) Exhibits

The exhibits listed in the Exhibit Index below are filed or incorporated by reference as part of this Annual Report on Form 10-K/A.

Exhibit Index

<i>Exhibit No.</i>	<i>Description</i>
2.1	Asset Purchase and Merger Agreement, effective March 1, 2013, by and among Sysorex Global Holdings Corp., Lilien, LLC and Lilien Systems. (1)
2.2	Agreement of Merger dated March 20, 2013 by and between Lilien Systems and Sysorex Acquisition Corporation. (2)
2.3	List of Schedules and Exhibits to Asset Purchase and Merger Agreement, effective March 1, 2013, by and among Sysorex Global Holdings Corp., Lilien, LLC and Lilien Systems. (2)
2.4	Agreement and Plan of Merger dated August 31, 2013 by and between Sysorex Global Holdings Corp. and Shoom, Inc.(2)
2.5	Acquisition and Share Exchange Agreement dated as of June 27, 2011 by and between Sysorex Consulting, Inc. and Softlead, Inc. (2)
2.6	Agreement and Plan of Merger dated as of December 20, 2013, by and among Sysorex Global Holdings Corp., AirPatrol Corporation, AirPatrol Acquisition Corp. I, AirPatrol Acquisition Corp. II, and Shareholders Representative Services LLC. (5)
2.7	Amendment No. 1 to Agreement and Plan of Merger dated February 28, 2014 with AirPatrol Corporation. (6)
2.8	Amendment No. 2 to Agreement and Plan of Merger dated April 18, 2014 with AirPatrol Corporation. (8)
2.9	Waiver and Amendment No. 3 to Agreement and Plan of Merger dated April 18, 2014 with AirPatrol Corporation. (10)
2.10†	Asset Purchase Agreement, dated as of April 24, 2015, between Sysorex Global Holdings Corp., LightMiner Systems, Inc. and Chris Baskett. (15)
2.11	Agreement and Plan of Merger, dated as of December 14, 2015, between Sysorex Global Holdings Corp. and Sysorex Global. (19)
3.1	Restated Articles of Incorporation. (1)
3.2	Amendment No. 1 to Amended and Restated Bylaws of Softlead, Inc. (renamed Sysorex Global Holdings Corp.) (1)
3.3	Articles of Merger (renamed Sysorex Global). (19)
4.1	Specimen Stock Certificate of the Corporation. (1)
4.2	Business Financing Agreement dated March 15, 2013 by and among the Sysorex Government Services, Inc., Lilien Systems and Bridge Bank, N.A. (1)
4.3	Warrant to purchase common stock dated March 20, 2013 held by Bridge Bank N.A. (1)
4.4	Warrant to purchase common stock dated July 31, 2012 held by Hanover Holdings I, LLC. (1)
4.5	Warrant to purchase common stock dated August 29, 2013 held by Bridge Bank N.A. (2)
4.6	Amendment to Business Financing Agreement, Waiver of Default and Consent dated as of August 29, 2013 between the Sysorex Global Holdings Corp. and Bridge Bank, N.A. (2)

<i>Exhibit No.</i>	<i>Description</i>
4.7	Form of Underwriter's Warrant. (4)
10.1	Guaranty of Corporation to Bridge Bank, N.A. dated March 15, 2013. (1)
10.2	Guarantor Security Agreement dated March 15, 2013 to Bridge Bank, N.A. (1)
10.3	Registration Rights Agreement dated March 20, 2013 by and between the Corporation and Bridge Bank, N.A. (1)
10.4	Form of Guaranty Agreement dated March 2013 between the Corporation and each of the former members of Lilien, LLC. (1)
10.5+	Form of Employment Agreement effective March 2013 between the Corporation and each of Geoffrey Lilien, Dhruv Gulati and Bret Osborn. (1)
10.6	Registration Rights Agreement dated August 29, 2013 by and between the Corporation and Bridge Bank, N.A. (2)
10.7+	Employment Agreement dated July 1, 2010, by and between the Corporation and Nadir Ali, as amended. (2)
10.8	Equity Exchange Agreement dated as of March 31, 2013 by and between the Corporation and Duroob Technology. (2)
10.9	Loan Agreement dated as of August 30, 2013 by and between AirPatrol Corporation and Sysorex Global Holdings Corp. (4)
10.10	Secured Promissory Note dated August 30, 2013 from AirPatrol Corporation to Sysorex Global Holdings Corp. (4)
10.11	Security Agreement dated as of August 30, 2013 by and between AirPatrol Corporation and Sysorex Global Holdings Corp. (4)
10.12	Subordination Agreement dated as of August 30, 2013 by and between Sysorex Global Holdings Corp. and Note Holders. (4)
10.13+	Employment Agreement dated as of December 20, 2013 by and between AirPatrol Corporation and Cleve Adams. (5)
10.14	Amendment No. 1 to Secured Promissory Note dated February 28, 2014 from AirPatrol Corporation to Sysorex Global Holdings Corp. (6)
10.15	Securities Purchase Agreement dated February 24, 2014 between Sysorex Global Holdings Corp. and Geneseo Communications, Inc. (6)
10.16+	Consulting Services Ordering Agreement dated as of April 1, 2013 by and between the Company and A. Salam Qureishi. (6)
10.17	Amendment Number Two to Business Financing Agreement, Waiver and Consent dated May 13, 2014 among Bridge Bank National Association, Lilien Systems and Sysorex Government Services, Inc. (9)
10.18	Amendment Number Three to Business Financing Agreement, Waiver and Consent dated December 31, 2014 among Bridge Bank National Association, Lilien Systems and Sysorex Government Services, Inc. (14)
10.19+	Director Services Agreement with Leonard A. Oppenheim dated October 21, 2014. (11)
10.20+	Director Services Agreement with Thomas L. Steding dated October 21, 2014. (11)
10.21+	Director Services Agreement with Kareem M. Irfan dated October 21, 2014. (11)
10.22+	Director Services Agreement with Tanveer A. Khader dated October 21, 2014. (11)
10.23+	Form of Non-Qualified Stock Option Agreement. (11)
10.24+	Form of Restricted Stock Award Agreement. (11)
10.25+	Employment Agreement, effective as of October 1, 2014, between William Frederick and the Company. (10)
10.26+	Employment Agreement, effective as of October 1, 2014, between Wendy Loundermon and the Company. (11)
10.27+	Form of Incentive Stock Option Agreement. (11)
10.28+	Release Agreement, dated January 30, 2015, between William Frederick and the Company. (12)
10.29+	Amended and Restated 2011 Employee Stock Incentive Plan. (13)
10.30	Amendment Number Four To Business Financing Agreement dated April 29, 2015 among Bridge Bank, N.A., Lilien Systems, Sysorex Government Services, Inc., Sysorex Federal, Inc., Sysorex Global Holdings Corp., Shoom, Inc. and AirPatrol Corporation. (16)
10.31	Amendment Number Five To Business Financing Agreement dated October 7, 2015 among Western Alliance Bank, Lilien Systems, Sysorex Government Services, Inc., Sysorex Federal, Inc., Sysorex Global Holdings Corp., Shoom, Inc. and AirPatrol Corporation. (17)

<i>Exhibit No.</i>	<i>Description</i>
10.32+	Employment Agreement dated as of October 6, 2015 by and between Sysorex Global Holdings Corp. and Kevin R. Harris. (17)
10.33+	Consulting Agreement dated as of November 1, 2015 by and between Sysorex Global Holdings Corp. and Thomas L. Steding. (18)
10.34	Stock Assignment Agreement dated as of December 14, 2015 by and between Sysorex Federal, Inc. and Sysorex Global Holdings Corp. (19)
10.35	Stock Assignment Agreement dated as of December 14, 2015 by and between AirPatrol Corporation and Sysorex Global Holdings Corp. (19)
**10.36	Consulting Services Ordering Agreement Amendment No. 3 dated March 25, 2016 by and between the Company and A. Salam Qureishi.
**10.37	Amendment Number Five To Business Financing Agreement dated March 25, 2016 among Western Alliance Bank, Sysorex USA, Sysorex Government Services, Inc. and Sysorex Global.
10.38+	Amendment to Amended and Restated 2011 Employee Stock Incentive Plan. (20)
*10.39+	Employment Agreement dated April 18, 2014 by and between AirPatrol Corporation and A. Sage Osterfeld.
**21	List of Subsidiaries of the Corporation.
**23.1	Consent of Marcum LLP.
**24.1	Power of Attorney.
*31.1	Certification of the Company's Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*31.2	Certification of the Company's Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*32.1	Certification of the Company's Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.1	Master Services Agreement dated February 24, 2014 by and between Geneseo Communications, Inc. and the Corporation. (7)
**101.INS	XBRL Instant Document
**101.SCH	XBRL Taxonomy Extension Schema Document
**101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
**101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
**101.LAB	XBRL Taxonomy Extension Label Linkbase Document
**101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.

† Exhibits and schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K and the registrant undertakes to furnish supplemental copies of any of the omitted exhibits and schedules upon request by the Commission.

+ Indicates a management contract or compensatory plan.

** Filed as Exhibit 101 to the Company's Annual Report on Form 10-K filed with the Commission on March 30, 2016 and incorporated herein by reference.

(1) Incorporated by reference to the Company's Registration Statement on Form S-1 (No. 333-190574) filed on August 12, 2013.

(2) Filed on October 9, 2013 with the Company's Registration Statement on Form S-1 (No. 333-191648) and incorporated herein by reference.

- (3) Filed on November 12, 2013 with Amendment No. 1 to the Company's Registration Statement on Form S-1 (No. 333-191648) and incorporated herein by reference.
- (4) Filed on December 9, 2013 with Amendment No. 2 to the Company's Registration Statement on Form S-1 (No. 333-191648) and incorporated herein by reference.
- (5) Filed on January 21, 2014 with Amendment No. 3 to the Company's Registration Statement on Form S-1 (No. 333-191648) and incorporated herein by reference.
- (6) Filed on March 13, 2014 with Amendment No. 4 to the Company's Registration Statement on Form S-1 (No. 333-191648) and incorporated herein by reference.
- (7) Filed on March 21, 2014 with Amendment No. 5 to the Company's Registration Statement on Form S-1 (No. 333-191648) and incorporated herein by reference.
- (8) Incorporated by reference to the Company's Current Report on Form 8-K filed on April 24, 2014.
- (9) Incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014 filed on May 15, 2014.
- (10) Incorporated by reference to the Company's Registration Statement on Form S-1 (No. 333-198502) filed on August 29, 2014.
- (11) Incorporated by reference to the Company's Current Report on Form 8-K filed on October 27, 2014.
- (12) Incorporated by reference to the Company's Current Report on Form 8-K filed on February 5, 2015.
- (13) Incorporated by reference to the Company's Registration Statement on Form S-8 (No. 333-195655) filed on May 2, 2014.
- (14) Incorporated by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 2014 filed on March 27, 2015.
- (15) Incorporated by reference to the Company's Current Report on Form 8-K filed on April 30, 2015.
- (16) Incorporated by reference to the Company's Current Report on Form 8-K filed on May 7, 2015.
- (17) Incorporated by reference to the Company's Current Report on Form 8-K filed on October 13, 2015.
- (18) Incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 filed on November 13, 2015.
- (19) Incorporated by reference to the Company's Current Report on Form 8-K filed on December 18, 2015.
- (20) Incorporated by reference to Annex A to the Registrant's Proxy Statement on Schedule 14A (SEC File No. 001-36404) filed with the Commission by the Company on April 30, 2015.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: April 29, 2016

SYSOREX GLOBAL

By: /s/ Nadir Ali
Nadir Ali
Chief Executive Officer
Principal Executive Officer

Date: April 29, 2016

By: /s/ Kevin R. Harris
Kevin R. Harris
Chief Financial Officer
(Principal Financial and Accounting Officer)

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made as of April 18, 2014 (the "Agreement Date") by and between AIRPATROL CORPORATION (the "Company"), and the undersigned individual ("Executive"), with reference to the following facts:

- A. The Company is a developer of platforms and tools for location-based mobile software applications.
- B. Executive has extensive experience in the software field, and is presently employed by the Company.
- C. The Company expects to complete a merger ("Merger") with Sysorex Global Holdings Corp. ("Parent") whereby the Company will become a wholly-owned subsidiary (the date of closing of the Merger shall be referred to as the "Effective Date").
- D. The Company desires to memorialize its employment relationship with Executive by entering into this Agreement, which shall become effective as of the Effective Date.

NOW, THEREFORE, the parties agree as follows:

1. Employment. The Company and Executive hereby agree that the employment relationship between the parties shall be on the terms and conditions set forth in this Agreement.

2. Duties. Subject to the terms and provisions of this Agreement, Executive is employed by the Company as Chief Marketing Officer ("CMO") of the Company. Executive shall have full responsibility and authority for such duties as customarily are associated with service as CMO of the Company at the direction of the Board of Directors of the Company, which shall at all times consist of executive officers of Parent (the "Board"). Executive shall faithfully and diligently perform, on a full time basis, such duties assigned to Executive and shall report directly to the Board.

3. Scope of Services. Executive shall devote substantially all of his business time, attention, energies, skills, learning and efforts to the Company's business.

4. Term. Subject to prior termination of this Agreement as hereinafter provided, the term of this Agreement shall continue until and unless terminated as provided in this Agreement.

5. Compensation.

5.1 Salary. Executive's annual compensation ("Base Compensation") under this Agreement shall be USD \$180,000 per year, prorated for any partial year. The Base Compensation shall be payable semi-monthly in arrears in accordance with the ordinary payroll procedures of the Company. Any increases in Base Compensation shall be in the sole and absolute discretion of the Board.

5.2 Annual Bonus. Executive will be eligible to participate in the Company's bonus programs, applicable to Executive's position, which are based on Company and individual performance. Bonuses will generally be paid annually after the end of the fiscal period to which they relate (and will in any event be paid within two and a half months after the end of the calendar year in which such bonus was earned). Executive's annual bonus target will be equal to USD \$30,000, and Executive will earn that bonus (less all applicable deductions and withholdings) based on the achievement of Company and individual performance goals and objectives that are mutually agreed upon by Executive and the Board on or before March 31 of each calendar year.

5.3 Participation in Plans. Executive shall be eligible to participate in equity incentive plans established by Company or Parent for all of its executive employees.

5.4 Expenses. The Company shall reimburse Executive for:

(a) all reasonable business, entertainment and travel expenses actually incurred or paid by Executive in the performance of his services on behalf of the Company, in accordance with the Company's expense reimbursement policy as from time to time in effect;

(b) reasonable moving expenses if the Company requires the Executive to relocate, and as a result Executive must change his place of residence to a place more than 50 miles away from his current place of residence (which expenses shall be appropriately documented by Executive); and

(c) if the Company requires the Executive to relocate (in excess of 50 miles), and after relocation the Executive is terminated without Cause pursuant to Section 7.1(b) and chooses to return to his original place of residence that he occupied immediately prior to the originally required relocation, reasonable moving expenses incurred by Executive (which expenses shall be appropriately documented by Executive).

All reimbursements of costs and expenses provided for herein shall be made promptly following presentment by Executive of reasonable documentation therefor, and in any event no later than March 15th of the calendar year next following the calendar year in which the costs and expenses to be reimbursed are incurred.

5.5 Options. Executive acknowledges that the options to purchase shares of the Company's common stock issued to Executive as described on Schedule A shall be cancelled on the Effective Date. On the Effective Date, the Executive shall be eligible to participate in the Parent's 2011 Equity Incentive Plan, and receive option grant(s) thereunder for the purchase common stock of Parent ("Options" or "Option") at the discretion of the Parent's Board of Directors. Notwithstanding the foregoing, within ten (10) business days following the Effective Date (if it occurs), Parent shall grant to Executive an initial Option to purchase the number of shares of Company common stock as set forth on Schedule A at an exercise price per share equal to the fair market value per share at the time of grant. Options granted to the Executive shall be controlled by the terms and conditions set forth in a Notice of Grant and Stock Option Agreement approved by the Parent's Board of Directors ("Option Agreement"), which are attached hereto as Exhibit A.

6 . Other Rights and Benefits. Executive shall receive paid vacation time or paid time off per year per AirPatrol's current vacation plan, as well as such other rights and benefits, life insurance, sick pay and retirement plan participation, as are consistent with similarly situated employees of the Company.

7. Termination. Executive's employment may be terminated as follows:

7.1 Termination by the Company or Executive. Either party may voluntarily terminate this Agreement with thirty (30) days prior written notice.

7.2 Termination for Death. Executive's employment shall terminate immediately upon Executive's death.

7.3 Termination Upon Disability. Executive's employment shall terminate if Executive should become totally and permanently disabled. For purposes of this Agreement, Executive shall be considered "totally and permanently disabled" if Executive is treated as permanently "disabled" under any permanent disability insurance policy maintained by the Company and is entitled to full benefits payable under such policy upon a total and permanent disability. In the event any such policy is either not in force or the benefits are not available under such policy, then "total and permanent disability" shall mean the inability of Executive, as a result of substance abuse, any mental, nervous or psychiatric disorder, or physical condition, injury or illness to perform substantially all of his current duties on a full-time basis for a period of six (6) consecutive months, as determined by a licensed physician selected by the Board.

7 . 4 Termination by Company for "Cause." The Company may terminate this Agreement for "Cause" upon three days' written notice so long as the Company has given Executive written notice describing the Cause and Executive has not cured such Cause within a reasonable time, but no less than 30 days. For purposes of this Agreement, "Cause" shall mean the existence or occurrence of any of the following:

(a) Executive's conviction for or pleading of *nolo contendere* to any felony involving the Company or involving moral turpitude.

(b) Executive's misappropriation of material Company assets.

(c) Executive's willful violation of a Company lawful policy or a lawful directive of the Board previously delivered to him in writing.

(d) Executive's material breach of his obligations set forth in Sections 11, 12, or 13 below.

(e) Any willful neglect or material breach of duty by Executive under this Agreement, or any material failure by Executive to perform duties as an officer of the Company or under this Agreement, including the duties set forth in Section 2.

7 . 5 Termination by Executive with “Good Reason” Executive may terminate this Agreement with “Good Reason” within 90 days following the occurrence of any of the following events without Executive’s prior written consent:

(a) a material reduction in Executive’s responsibilities, duties and/or authority, including, without limitation, his ceasing to be the Chief Executive Officer of the Company or his ceasing to report to the Board (provided, however, that any such reduction or cessation will not constitute “Good Reason” in the context of a Change in Control if the Company’s business within the acquiring entity is run as an independent or separate operating unit or subsidiary, Executive’s responsibilities, duties and/or authority with respect to the Company’s business within such operating unit or subsidiary do not materially change from those held by Executive prior to the Change in Control and Executive reports to a senior level executive of the acquiring entity);

(b) a reduction in Executive’s level of cash compensation (including Base Compensation and target bonus) by more than fifteen percent (15%);

(c) a relocation of the Company’s principal office in which Executive works by more than fifty (50) miles from the Executive’s insert initial place of work that increases Executive’s commute time from his principal residence; or

(d) a material breach by the Company of this Agreement;

provided that, in any such case, both (x) Executive provides written notice to the Board of the condition claimed to constitute grounds for Good Reason within sixty (60) days of the initial existence of such condition and (y) the Company fails to remedy such condition within thirty (30) days of receiving such notice

7 . 6 Payment of Accrued Obligations. If the Executive’s employment terminates for any reason, Executive shall receive from the Company (a) any earned but unpaid Base Compensation through the date of termination and any earned but unpaid annual bonus for any year prior to the year in which the date of termination occurs, (b) reimbursement for any unreimbursed expenses properly incurred in accordance with Section 5.4 through the date of termination, (c) payment for any accrued but unused vacation time through the date of termination and (d) such vested accrued benefits, and other benefits and/or payments, if any, as to which the Executive (and his eligible dependents) may be entitled under, and in accordance with the terms and conditions of, the employee benefit arrangements, plans and programs of the Company or Parent as of the date of termination (collectively, the “Accrued Obligations”).

8 . Severance. If either (a) Executive’s employment with the Company is terminated by the Company, Parent or any of their affiliates without “Cause”, (b) Executive’s employment with the Company is terminated by Executive with Good Reason, or (c) Executive’s employment is not assumed upon a Change in Control, Company then, in addition to the Company’s payment of the Accrued Obligations to Executive, the Company shall pay Executive, three (3) months of Executive’s Base Compensation less all appropriate federal and state income and employment taxes on the effective date of such termination or of such Change in Control. If the Executive’s employment is terminated by Executive (other than for Good Reason), is terminated by the Company for Cause, death or disability of Executive, Executive shall not be entitled to any severance pay or other benefits, except for the Accrued Obligations and as otherwise mandated by law.

For purposes of this Agreement, a “Change in Control” means the occurrence of any of the following events:

(i) The approval by the stockholders of Parent or the Company (as applicable, the “Subject Entity”) of any of the following (or the occurrence of any of the following if stockholder approval for such event is not required or otherwise obtained in the circumstances):

(A) any consolidation, merger, plan of share exchange, or other reorganization involving the Subject Entity (each, a “Merger”), unless (1) as a result of such Merger at least fifty percent (50%) of the outstanding securities voting generally in the election of directors of the surviving or resulting entity or a parent thereof (the “Successor Entity”) immediately after the Merger are, or will be, owned, directly or indirectly, in substantially the same proportions, by stockholders of the Subject Entity immediately before the Merger, and (2) no Person (as defined below) beneficially owns, directly or indirectly, more than fifty percent (50%) of the outstanding shares of the combined voting power or the outstanding voting securities of the Successor Entity, and (3) more than fifty percent (50%) of the members of the board of directors of the Successor Entity were members of the board of directors of the Subject Entity at the time the Merger was approved by the Subject Entity;

(B) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, the assets of the Subject Entity; or

(C) the adoption of any plan or proposal for the liquidation or dissolution of the Subject Entity (other than the liquidation or dissolution of the Company in connection with which the Parent employs Executive directly and assumes all of the obligations of the Company under this Agreement.

For purposes of this Agreement, the term “Person” shall mean and include any individual, corporation, partnership, group, association or other “person”, as such term is used in Section 14 (d) of the Exchange Act, other than the Company or any employee benefit plan(s) sponsored by the Company.

9. Representations and Warranties. Executive hereby represents and warrants to Company that as of the date of execution of this Agreement: (i) this Agreement will not cause or require Executive to breach any obligation to, or agreement or confidence with, any other person; and (ii) Executive has not been induced to enter into this Agreement by any promise or representation other than as expressly set forth in this Agreement.

10. Confidentiality. Executive hereby acknowledges that the Company has made and the Parent and Company will make available to Executive certain customer lists, product design information, performance standards and other confidential and/or proprietary information of the Parent and Company or licensed to the Parent and Company, including without limitation trade secrets, copyrighted materials and/or financial information of the Parent and/or Company (or any of its Affiliates), including without limitation, financial statements, reports and data (collectively, the “Confidential Material”); however, Confidential Material does not include any of the foregoing items which has become publicly known or made generally available through no wrongful act of Executive or of others who were under confidentiality obligations as to the item or items involved. Except as necessary or reasonably desirable to or in connection with Executive’s obligations under this Agreement, neither Executive nor any agent, employee, officer, or independent contractor of or retained by Executive shall make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as necessary or reasonably desirable to or in connection with Executive’s obligations under this Agreement, neither Executive nor any agent, employee, officer, or independent contractor of or retained by Executive shall make any duplication or other copy of any of the Confidential Material. Immediately upon request from the Parent, Executive shall return to the Parent all Confidential Material. Executive shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such person. Nothing contained in this Section 11 shall be construed as preventing Executive from providing Confidential Material in compliance with a valid court order issued by a court of competent jurisdiction, providing Executive takes reasonable steps to prevent dissemination of such Confidential Material.

11. Proprietary Information. For purposes of this Agreement, “Proprietary Information” shall mean any information, observation, data, written material, record, document, software, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, promotional idea, customer list, practice, process, formula, method, technique, trade secret, product and/or research related to the actual or anticipated research, marketing strategies, pricing information, business records, development, products, organization, business or finances of the Parent or Company. Proprietary Information shall not include information in the public domain as of execution of this Agreement except through any act or omission of Executive. All right, title and interest of every kind and nature whatsoever in and to the Proprietary Information made, discussed, developed, secured, obtained or learned by Executive during the term of this Agreement shall be the sole and exclusive property of the Parent and Company, as applicable, for any purposes or uses whatsoever, and shall be disclosed promptly by Executive to the Parent and Company (as applicable). The covenants set forth in the preceding sentence shall apply regardless of whether any Proprietary Information is made, discovered, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of the Parent or Company or otherwise, or (d) with the Company’s materials, tools, instruments or on the Company’s premises or otherwise. All Proprietary Information developed, created, invented, devised, conceived or discovered by Executive that is subject to copyright protection is explicitly considered by Executive and the Company to be works made for hire to the extent permitted by law. Executive hereby forever fully releases and discharges the Parent, the Company, and their respective officers, directors and employees, from and against any and all claims, demands, damages, liabilities, costs and expenses of Executive arising out of, or relating to, Executive’s rights in any Proprietary Information. Executive shall (at the Company’s expense) execute any documents and take any action the Company may reasonably deem necessary or appropriate to effectuate the provisions of this Agreement, including without limitation assisting the Company in obtaining and/or maintaining patents, copyrights or similar rights to any Proprietary Information assigned to the Company, if the Company, in its sole discretion, reasonably requests such assistance. Executive shall comply with any reasonable rules established from time to time by the Parent and Company for the protection of the confidentiality of any Proprietary Information. Executive irrevocably appoints the President of the Company to act as Executive’s agent and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights and similar rights to any Proprietary Information assigned by Executive to the Company under this Agreement if (a) Executive refuses to perform those acts, or (b) is unavailable, within the meaning of any applicable laws. Executive acknowledges that the grant of the foregoing power of attorney is coupled with an interest and shall survive the death or disability of Executive. Executive shall promptly disclose to the Parent and Company, in confidence (a) all Proprietary Information that Executive creates during the term of this Agreement, and (b) all patent applications, copyright registrations or similar rights filed or applied for by Executive within six months after termination of this Agreement. Any application for a patent, copyright registration or similar right filed by Executive within six months after termination of this Agreement shall be presumed to relate to Proprietary Information created by Executive during the term of this Agreement, unless Executive can prove otherwise. Nothing contained in this Agreement shall be construed to preclude the Company from exercising all of its rights and privileges as sole and exclusive owner of all of the Proprietary Information owned by or assigned to the Company under this Agreement. The Company, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide not to file any patent application or any copyright registration on such Proprietary Information, may decide to maintain such Proprietary Information as secret and confidential, or may decide to abandon such Proprietary Information or dedicate it to the public. Executive shall have no authority to exercise any rights or privileges with respect to the Proprietary Information owned by or assigned to the Company under this Agreement.

Notwithstanding anything herein to the contrary, and in accordance with California Labor Code Section 2870, no assignment of rights hereunder shall apply to an invention that the Executive developed entirely on his own time without using the Company's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (a) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or
- (b) Result from any work performed by the Executive for the Company.

12. Business Opportunities. During the term of this Agreement, if Executive (or any agent, employee, officer or independent contractor of or retained by Executive) develops, creates, invests in, devises, conceives or discovers, any project, investment, venture, business or other opportunity (any of the preceding, an "Opportunity") that is similar to, competitive with or related to the Company's products, then Executive shall so notify the Company promptly in writing of such Opportunity and shall use Executive's good-faith efforts to cause the Company to have the opportunity to invest in, participate in or otherwise become affiliated with such Opportunity.

13. Miscellaneous.

13.1 Section Headings. The section headings or captions in this Agreement are for convenience of reference only and do not form a part hereof, and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Agreement.

13.2 Survival. The obligations and rights imposed upon the parties hereto by the provisions of this Agreement which relate to acts or events subsequent to the termination of this Agreement shall survive the termination of this Agreement and shall remain fully effective thereafter, including without limitation the obligations of Executive with to any Confidential Material under Section 11.

13.3 Arbitration.

(a) Any claim, dispute or other controversy (a "Controversy") relating to this Agreement shall be settled and resolved by binding arbitration in Santa Clara County, California before a single arbitrator under the Employment Rules of the American Arbitration Association ("AAA") in effect at the time a demand for arbitration is made. If there is any conflict between the AAA rules and this arbitration clause, this arbitration clause will govern and determine the rights of the parties. The Parties to this Agreement (the "Parties") shall be entitled to full discovery regarding the Controversy as permitted by the California Code of Civil Procedure. The arbitrator's decision on the Controversy shall be a final and binding determination of the Controversy and shall be fully enforceable as an arbitration award in any court having jurisdiction and venue over the Parties. The arbitrator shall also award the prevailing Party any reasonable attorneys' fees and reasonable expenses the prevailing Party incurs in connection with the arbitration, and the non-prevailing Party shall pay the arbitrator's fees and expenses. The arbitrator shall determine who is the prevailing Party. Each Party also agrees to accept service of process for all arbitration proceedings in accordance with AAA's rules.

(b) The obligation to arbitrate shall not be binding upon either party with respect to requests for temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute between the Parties.

(c) The provisions of this Section shall be construed as independent of any other covenant or provision of this Agreement; provided that, if a court of competent jurisdiction determines that any such provisions are unlawful in any way, such court shall modify or interpret such provisions to the minimum extent necessary to have them comply with the law.

(d) This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear.

13.4 Severability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable in any relevant jurisdiction, then such illegal or unenforceable provision shall be modified by the proper court, if possible, but only to the extent necessary to make such provision enforceable, and such modified provision and all other provisions of this Agreement shall be given effect separately from the provision or portion thereof determined to be illegal or unenforceable and shall not be affected thereby; provided that, any such modification shall apply only with respect to the operation of this Agreement in the particular jurisdiction in which such determination of illegality or unenforceability is made.

13.5 Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such party thereafter from enforcing such provision or any other provision of this Agreement. The rights granted both parties herein are cumulative and the election of one shall not constitute a waiver of such party's right to assert all other legal remedies available under the circumstances.

13.6 Parties in Interest. Nothing in this Agreement, except as expressly set forth herein, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and the successors, assigns and affiliates of the Company, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of action over or against any party to this Agreement.

13.7 Assignment. The rights and obligations under this Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, successors and assigns of Executive and the Company. Except as specifically provided in this Section 14, neither the Company nor Executive may assign this Agreement or delegate their respective responsibilities under this Agreement without the consent of the other party hereto. Upon any Change in Control, the successor entity to the Subject Entity shall assume all of the obligations of the Company under this Agreement. No assignment of this Agreement by the Company shall relieve the Company of, and the Company shall remain obligated to perform, its duties and obligations under this Agreement, including, without limitation, payment of the Base Compensation set forth in Section 5, above.

13.8 Attorneys' Fees. In the event of any Controversy, suit, action or arbitration to enforce any of the terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. The foregoing entitlement shall also include attorneys' fees and costs of the prevailing party on any appeal of a judgment and for any action to enforce a judgment.

13.9 Modification. This Agreement may be modified only by a contract in writing executed by the party(ies) to this Agreement against whom enforcement of such modification is sought.

13.10 Prior Understandings. This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

13.11 Interpretation. Whenever the context so requires in this Agreement, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word “person” shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.13 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be construed under, and governed by, the laws of the State of California without giving effect to conflict of laws provisions.

13.14 Drafting Ambiguities. Each party to this Agreement has reviewed and revised this Agreement. Each party to this Agreement has had the opportunity to have such party’s legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

13.15 Section 409A. It is intended that any amounts payable under this Agreement shall either be exempt from or comply with Section 409A of the U.S. Internal Revenue Code (including the Treasury regulations and other published guidance relating thereto) (“Code Section 409A”) so as not to subject Executive to payment of any additional tax, penalty or interest imposed under Code Section 409A. The provisions of this Agreement shall be construed and interpreted to avoid the imputation of any such additional tax, penalty or interest under Code Section 409A yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Executive. If Executive is a “specified employee” as of the date of Executive’s “separation from service” (as such terms are defined for purposes of Code Section 409A), Executive shall not be entitled to any payment pursuant to Section 8 hereof until the earlier of (i) the date which is six months after Executive’s separation from service for any reason other than death, or (ii) the date of Executive’s death, provided that this sentence shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Code Section 409A. Any amounts otherwise payable to Executive upon or in the six-month period following Executive’s separation from service that are not so paid by reason of the preceding sentence shall be paid as soon as practicable (and in all events within thirty days) after the date that is six months after Executive’s separation from service (or, if earlier, as soon as practicable, and in all events within thirty days, after the date of Executive’s death). To the extent that any reimbursements pursuant to Section 5.4 hereof are taxable to Executive, any reimbursement payment shall be paid to Executive on or before the last day of Executive’s taxable year following the taxable year in which the related expense was incurred. The reimbursements pursuant to such provision are not subject to liquidation or exchange for another benefit and the amount of such reimbursements that Executive receives in one taxable year shall not affect the amount of such benefits or reimbursements that Executive receives in any other taxable year.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

THE COMPANY:

AIRPATROL CORPORATION

By: /s/ Cleve Adams

Name: Cleve Adams

Title: CEO

PARENT:

SYSOREX GLOBAL HOLDINGS CORP.

By: /s/ Nadir Ali

Name: Nadir Ali

Title: CEO

EXECUTIVE:

/s/ Sage Osterfeld

Signature

Sage Osterfeld

Printed Name

EXHIBIT A
2011 STOCK INCENTIVE PLAN

Employment Agreement – Sage Osterfeld

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Nadir Ali, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K of Sysorex Global;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15 (f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2016

/s/ Nadir Ali

Name: Nadir Ali
Title: Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, Kevin Harris, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K of Sysorex Global;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15 (f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2016

/s/ Kevin Harris

Name: Kevin Harris
Title: Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with the accompanying Amendment No. 1 to the Annual Report on Form 10-K of Sysorex Global for the year ended December 31, 2015 (the "Report"), we, Nadir Ali, Chief Executive Officer (Principal Executive Officer) and Kevin R. Harris, Chief Financial Officer (Principal Financial Officer) of Sysorex Global, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Sysorex Global, on a consolidated basis.

This written statement is being furnished to the Securities and Exchange Commission as an exhibit to the Report on Form 10-K/A.

Date: April 29, 2016

/s/ Nadir Ali

Name: Nadir Ali
Title: Chief Executive Officer
(Principal Executive Officer)

/s/ Kevin Harris

Name: Kevin Harris
Title: Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by §906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.