

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

FORM 8-K

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

Date of report (Date of earliest event reported): March 17, 2016

6D GLOBAL TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
Of Incorporation)

001-35002
(Commission File Number)

47-1899833
(IRS Employer
Identification No.)

17 State Street, Suite 2550
New York, NY 10004
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(646) 681-2345**

(Former Name or Former Address if Changed Since Last Report)

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 4.01 Changes in the Registrant's Certifying Accountant.

On March 17, 2016, BDO USA, LLP ("BDO") informed 6D Global Technologies, Inc. (the "Company") of its resignation as the Company's independent registered public accounting firm, effective immediately. BDO has served as the Company's independent registered public accounting firm since October 22, 2014. The Audit Committee (the "Audit Committee") of the Company's Board of Directors (the "Board") did not request, recommend, or approve the resignation of BDO.

By letter dated March 15, 2016, BDO informed the Chairman of the Audit Committee that it could not rely on the representations of Tejune Kang, the CEO of the Company, due to certain inconsistencies in prior statements and insisted that Mr. Kang separate or be separated from the Company as a condition of its continued representation of the Company as its independent registered public accounting firm. The Chairman of the Audit Committee discussed this matter with BDO, and later shared this information with the Board. The Board met on March 17, 2016 to consider the matter. At the meeting, Mr. Kang refused the request to resign in the belief that it was not in the best interests of the Company or its shareholders. A motion was subsequently made by Mr. Hartung at the meeting to terminate Mr. Kang and such motion was not seconded, and therefore was not voted upon. BDO subsequently resigned as the Company's independent registered public accounting firm.

By letter dated March 21, 2016, BDO informed the Company of the following matters which represent disagreements and/or reportable events under Item 304(a)(1)(iv) and (v) of Regulation S-K:

- Stock grant agreements;
- Advisors not compensated by the Company;
- Investigative procedures; and
- Internal controls.

The Chairman of the Audit Committee had previously discussed these matters with BDO prior to receipt of the March 21, 2016 letter. The foregoing summary of BDO's letter regarding disagreements and/or reportable events under Item 304(a)(1)(iv) and (v) of Regulation S-K is qualified in its entirety by reference to the letter filed as Exhibit 16.2 hereto. The Company disagrees with BDO's conclusions.

The Company's financial statements for the fiscal year ended December 31, 2014, the only fiscal year for which a report on the Company's financial statements was issued by BDO, did not contain an adverse opinion or a disclaimer of opinion, and was not qualified or modified as to uncertainty, audit scope or accounting principles.

The Company has authorized BDO to respond fully to all inquiries of the successor independent registered public accounting firm.

The Company is currently searching for a replacement independent registered public accounting firm, and intends to engage one as quickly as possible.

In accordance with Item 304(a)(3) of Regulation S-K, the Company provided BDO with a copy of the disclosures it is making in this Current Report on Form 8-K prior to the time this Form 8-K was filed with the Securities and Exchange Commission (the "SEC"). The Company requested that BDO furnish a letter addressed to the SEC stating whether or not it agrees with the statements made herein, and a copy of that letter is attached hereto as Exhibit 16.3.

Item 4.02 Non-Reliance on Previously Issued Financial Statements or a Related Audit Report or Completed Interim Review.

By letter dated March 21, 2016, BDO notified the Company that the financial statements for the fiscal year ended December 31, 2014 should not be relied upon because of the financial statements failure to reflect a currently estimated \$226,000 of additional stock compensation expense and because of BDO's inability to rely on the representations provided by the CEO. In addition, BDO notified the Company that the interim financial statements for the periods ended September 30, 2014, March 31, 2015, June 30, 2015, and September 30, 2015, should also not be relied upon. BDO further believes that the nine month period ended September 30, 2015 will have an additional stock compensation expense currently estimated at \$501,000. The Company continues to evaluate its estimation of such expenses.

The foregoing summary of BDO's letter is qualified in its entirety by reference to the letter filed as Exhibit 7.1 hereto.

The Chairman of the Audit Committee had previously discussed these matters with BDO prior to receipt of the March 21, 2016 letter.

The Company has provided BDO with a copy of the disclosures it is making in this Current Report on Form 8-K prior to the time this Form 8-K was filed with the SEC. The Company requested that BDO furnish a letter addressed to the SEC stating whether or not it agrees with the statements made herein, and a copy of that letter is attached hereto as Exhibit 7.2.

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

Resignation of Adam Hartung

On March 17, 2016, Adam Hartung, resigned from his position as a member of the Board. Mr. Hartung's resignation will be effective on April 16, 2016. Mr. Hartung is a director, the Chairman of the Audit Committee, and a member of the Governance and Nominating and Compensation Committees. Mr. Hartung advised the Board that the reason for his resignation was because the Board did not support his decision to terminate Mr. Kang as CEO of the Company, as discussed in Item 4.01 above, and Mr. Hartung felt he would no longer be an effective member of the Board.

Amendment to Tejune Kang's Employment Agreement

On March 17, 2016, the Company amended its written employment agreement with Mr. Kang, the Company's CEO and Chairman of the Board. Under the amended terms of the agreement, Mr. Kang's total compensation will consist of a base salary of \$220,000, without any allowance or reimbursement of personal expenses.

The foregoing summary of the amendment to Mr. Kang's written employment agreement is qualified in its entirety by reference to the amended employment agreement filed as Exhibit 10.1 hereto.

Item 8.01 Other Events

Section 10A Independent Investigation

On December 4, 2015 the Audit Committee resolved to undertake a Section 10A independent investigation (the "Investigation") as to whether there were any merits to the concerns expressed by the Staff of the Nasdaq Stock Market ("Nasdaq") in its de-listing letter dated November 20, 2015, and/or whether there had been any misrepresentations or improper behaviors on the part of the Company's management tied to any of the concerns expressed by Nasdaq as they refer to Benjamin Wey ("Wey"), the actions of Wey and his colleagues and the Company's management.

The Audit Committee retained an independent law firm, Blank Rome LLP ("Blank Rome"), to conduct the Investigation. The scope of the Investigation mirrored the concerns expressed in Nasdaq's de-listing letter: (1) whether Wey improperly influenced the Company's management; (2) whether Wey inflated the Company's shareholder count to help it gain listing of the Company's securities on Nasdaq; and (3) whether Wey manipulated the Company's stock price. In addition, Blank Rome examined whether management of the Company actively assisted Wey or was complicit in Wey's alleged improper or illegal activity referred to above with regard to the Company.

On February 25, 2016, Blank Rome completed its Investigation and delivered its final report to the Audit Committee. A copy of the final report was also provided to the Nasdaq Hearings Panel at their request.

Blank Rome's findings from the Investigation were as follows:

- (1) Blank Rome found no evidence that the Company's current or former Board members were unduly influenced by Wey, including Mr. Kang.
- (2) Blank Rome found no evidence of inflation of the Company's shareholder count to help it obtain the listing of the Company's securities on Nasdaq.
- (3) Blank Rome found no evidence that Wey or anyone at the Company manipulated the Company's stock price.

Blank Rome also had the following recommendations to enhance the Company's internal controls:

- (1) Blank Rome recommended that the Company implement enhanced expense control procedures for management, with budgeting and tracking of expenses incurred by management, and quarterly reporting to the Audit Committee.
- (2) Blank Rome recommended that the Corporate Governance Committee of the Board audit the Company's compliance with Nasdaq's Continued Listing requirements and report the results to the Board on an annual basis.

The Board promptly passed resolutions to implement all of Blank Rome's recommendations.

Panel Decision Regarding Continued Listing

On January 21, 2016, the Panel heard the views of both the Company and Staff on the continued listing of the Company's shares. On January 25, 2016, the Panel decided to defer its decision pending review of the results of Blank Rome's internal investigation. As discussed above, Blank Rome finished its internal investigation on February 25, 2016 and delivered a copy of the report to the Panel. Since the Hearing and subsequent submission of the Blank Rome report, the Company has continued to update the Panel with respect to recent events concerning the Company's fiscal year 2015 audit, including the filing of a Notification of Late Filing on Form 12b-25, the resignation of BDO, and the resignation of Mr. Hartung. The Company has asked the Panel for additional time to hire a new auditor and to find a new Board member to serve as Chairman of the Audit Committee.

Item 9.01 Financial Statements and Exhibits.

- (d) Exhibits.

The exhibit listed in the following Exhibit Index is filed as part of this Current Report on Form 8-K.

<u>Exhibit Number</u>	<u>Description</u>
7.1*	Letter from BDO, dated March 21, 2016
7.2†	Letter from BDO, dated March 23, 2016
10.1	<u>Employment Agreement, dated March 17, 2016, by and between the Company and Tejune Kang.</u>
16.1	<u>Letter from BDO, dated March 17, 2016.</u>
16.2	<u>Letter from BDO, dated March 21, 2016</u>
16.3	<u>Letter from BDO, dated March 23, 2016</u>

* Contained within [Exhibit 16.2.](#)

† Contained within [Exhibit 16.3.](#)

SIGNATURE

Pursuant to the requirement 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.

6D GLOBAL TECHNOLOGIES, INC.

Date: March 23, 2016

By: /s/ Tejune Kang

Name: Tejune Kang

Title: Chief Executive Officer

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "Agreement"), dated as of March 17, 2016, between 6D Global Technologies, Inc., a Delaware corporation (the "Company"), and Tejune Kang (the "Employee").

WITNESSETH:

WHEREAS, the Company desires to employ the Employee as its Chief Executive Officer (in addition, Employee will function as the Chairman of the Board of Directors with no additional compensation) and to be assured of his services on the terms and conditions hereinafter set forth; and

WHEREAS, the Employee is willing to be employed as Chief Executive Officer of the Company on such terms and conditions; and

WHEREAS, the Compensation Committee of the Company's Board of Directors (the "Compensation Committee") has recommended to the Company's Board of Directors (the "Board") that this Agreement be entered into by the Company, and the Board has authorized and approved the execution and delivery of this Agreement by the Company.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Company and the Employee hereby agree as follows:

1. Employment and Term.

The Company hereby employs the Employee as the Chief Executive Officer of the Company, and the Employee accepts such continued employment, upon the terms and subject to the conditions set forth in this Agreement. The term of this Agreement shall commence on April 1, 2016 (the "Commencement Date") and shall terminate on the second (2nd) anniversary of the Commencement Date (the "Term"), subject to earlier termination as provided herein.

2. Duties.

(a) During the Term of this Agreement, the Employee shall serve as the Chief Executive Officer of the Company and shall perform all duties commensurate with his position and as may be assigned to him by the Board. The Employee shall devote his full business time and energies to the business and affairs of the Company and shall use his best efforts, skills and abilities to promote the interests of the Company, and to diligently and competently perform the duties of his position.

(b) The Employee shall report to the Board, and shall communicate regularly with the Board of Directors.

3. Compensation, Bonus, Benefits, etc.

(a) Salary. During the Term of this Agreement, the Company shall pay to the Employee, and the Employee shall accept from the Company, as compensation for the performance of services under this Agreement and the Employee's observance and performance of all of the provisions hereof, an annual salary at the rate of \$220,000.00 (the "Base Compensation").

(b) Bonus. In addition to the Base Compensation described above, the Employee shall be entitled to a Performance Bonus for Fiscal year 2016 based upon a combination of Company revenue and profitability targets as defined in the chart below:

Revenue Target	Profitability Margin	Bonus % (Base Salary)	Bonus Amount
Up to \$30,000,000	NA	NA	0
\$30,000,001 - \$40,000,000	5%	20%	\$20,400.00
\$40,000,001 - \$50,000,000	7.50%	30%	\$30,600.00
\$50,000,000+	10%	40%	\$40,800.00

** Profitability is defined as EBIT*

***Must Achieve Revenue Target PLUS Profit Margin*

The bonus, as approved by the Compensation Committee of the Board, shall be payable to the Employee in the first payroll cycle post the completion of the outside financial audit of the year in which it was earned.

(c) Benefits. During the Term of this Agreement, the Employee shall be entitled to participate in or benefit from, in accordance with the eligibility and other provisions thereof, the Company's medical insurance and other fringe benefit plans or policies as the Company may make available to, or have in effect for, its senior executive officers from time to time. The Company and its affiliates retain the right to terminate or alter any such plans or policies from time to time. The Employee shall also be entitled to four weeks paid vacation each year, sick leave and other similar benefits in accordance with policies of the Company from time to time in effect for its senior executive officers.

(d) Reimbursement of Business Expenses. During the Term of this Agreement, upon submission of proper invoices, receipts or other supporting documentation reasonably satisfactory to the Company and in accordance with and subject to the Company's expense reimbursement policies, the Employee shall be reimbursed by the Company for all reasonable business expenses actually and necessarily incurred by the Employee on behalf of the Company in connection with the performance of services under this Agreement, including but not limited to: public and private transportation; business transportation; lodging; business association memberships; and continuing education.

(e) Taxes. The Base Compensation and any other cash compensation paid to Employee, including, without limitation, any bonus, shall be subject to withholding for applicable taxes and other amounts.

4. Representations of Employee.

The Employee represents and warrants that he is not party to, or bound by, any agreement or commitment, or subject to any restriction, including but not limited to agreements related to previous employment containing confidentiality or noncompetition covenants, which limit the ability of the Employee to perform his duties under this Agreement.

5. Confidentiality, etc.

For purposes of this Section 5, all references to the Company shall be deemed to include the Company's affiliates and subsidiaries and their respective subsidiaries, whether now existing or hereafter established or acquired. In consideration for the compensation and benefits provided to the Employee pursuant to this Agreement, the Employee agrees with the provisions of this Section 5. The "Restrictive Period" is defined as one (1) year, commencing from date employment terminates with the Company (hereafter referred to as "Termination Date") through the first (1st) anniversary of Termination Date.

(a) Confidential Information. (i) The Employee acknowledges that as a result of his retention by the Company, the Employee has and will continue to have knowledge of, and access to, proprietary and confidential information of the Company including, without limitation, research and development plans and results, software, databases, technology, inventions, trade secrets, technical information, know-how, plans, specifications, methods of operations, product and service information, product and service availability, pricing information (including pricing strategies), financial, business and marketing information and plans, and the identity of customers, clients and suppliers (collectively, the "Confidential Information"), and that the Confidential Information, even though it may be contributed, developed or acquired by the Employee, constitutes valuable, special and unique assets of the Company developed at great expense which are the exclusive property of the Company. Accordingly, the Employee shall not, at any time, either during or subsequent to the Term of this Agreement, use, reveal, report, publish, transfer or otherwise disclose to any person, corporation, or other entity, any of the Confidential Information without the prior written consent of the Company, except to responsible officers and employees of the Company and other responsible persons who are in a contractual or fiduciary relationship with the Company and who have a need for such Confidential Information for purposes in the best interests of the Company, and except for such Confidential Information which is or becomes of general public knowledge from authorized sources other than by or through the Employee.

(ii) The Employee acknowledges that the Company would not enter into this Agreement without the assurance that all the Confidential Information will be used for the exclusive benefit of the Company.

(b) Return of Confidential Information. Upon the termination of this Agreement or upon the request of the Company, the Employee shall promptly return to the Company all Confidential Information in his possession or control, including but not limited to all drawings, manuals, computer printouts, computer databases, disks, data, files, lists, memoranda, letters, notes, notebooks, reports and other writings and copies thereof and all other materials relating to the Company's business, including, without limitation, any materials incorporating Confidential Information.

(c) Inventions, etc. During the Term and for a period of one year thereafter, the Employee will promptly disclose to the Company all designs, processes, inventions, improvements, developments, discoveries, processes, techniques, and other information related to the business of the Company conceived, developed, acquired, or reduced to practice by him alone or with others during the Term of this Agreement, whether or not conceived during regular working hours, through the use of Company time, material or facilities or otherwise ("Inventions").

The Employee agrees that all copyrights created in conjunction with his service to the Company and other Inventions, are "works made for hire" (as that term is defined under the Copyright Act of 1976, as amended). All such copyrights, trademarks, and other Inventions shall be the sole and exclusive property of the Company, and the Company shall be the sole owner of all patents, copyrights, trademarks, trade secrets, and other rights and protection in connection therewith. To the extent any such copyright and other Inventions may not be works for hire, the Employee hereby assigns to the Company any and all rights he now has or may hereafter acquire in such copyrights and any other Inventions. Upon request the Employee shall deliver to the Company all drawings, models and other data and records relating to such copyrights, trademarks and Inventions. The Employee further agrees as to all such Inventions, to assist the Company in every proper way (but at the Company's expense) to obtain, register, and from time to time enforce patents, copyrights, trademarks, trade secrets, and other rights and protection relating to said Inventions in any and all countries, and to that end the Employee shall execute all documents for use in applying for and obtaining such patents, copyrights, trademarks, trade secrets and other rights and protection on and enforcing such Inventions, as the Company may reasonably request, together with any assignments thereof to the Company or persons designated by it. Such obligation to assist the Company shall continue beyond the termination of the Employee's service to the Company, but the Company shall compensate the Employee at a reasonable rate after termination of service for time actually spent by the Employee at the Company's request for such assistance. In the event the Company is unable, after reasonable effort, to secure the Employee's signature on any document or documents needed to apply for or prosecute any patent, copyright, trademark, trade secret, or other right or protection relating to an Invention, whether because of the Employee's physical or mental incapacity or for any other reason whatsoever, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, during the Term of this Agreement and for a period of two years after termination of this Agreement, as his agent coupled with an interest and attorney-in-fact, to act for and in his behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks, trade secrets, or similar rights or protection thereon with the same legal force and effect as if executed by the Employee.

(d) Non-Competition. The Employee agrees not to utilize his special knowledge of the Business and his relationships with customers, prospective customers, suppliers and others or otherwise to compete with the Company in the Business during the Restricted Period. During the Restricted Period, the Employee shall not, and shall not permit any of his respective employees, agents or others under his control, directly or indirectly, on behalf of the Employee or any other Person, to engage or have an interest, anywhere in the world in which the Company conducts business or markets or sells its products, alone or in association with others, as principal, officer, agent, employee, director, partner or stockholder (except as an owner of two percent or less of the stock of any company listed on a national securities exchange or traded in the over-the-counter market), whether through the investment of capital, lending of money or property, rendering of services or capital, or otherwise, in any Competitive Business. During the Restricted Period, the Employee shall not, and shall not permit any of his respective employees, agents or others under his control, directly or indirectly, on behalf of the Employee or any other Person, to accept Competitive Business from, or solicit the Competitive Business of any Person who is a customer of the Business conducted by the Company, or, to the Employee's knowledge, is a customer of the Business conducted by the Company at any time during the Restricted Period.

(e) Non-Disparagement and Non-Interference. The Employee shall not, either directly or indirectly, (i) during the Restricted Period, make or cause to be made, any statements that are disparaging or derogatory concerning the Company or its business, reputation or prospects; (ii) during the Restricted Period, request, suggest, influence or cause any party, directly or indirectly, to cease doing business with or to reduce its business with the Company or do or say anything which could reasonably be expected to damage the business relationships of the Company; or (iii) at any time during or after the Restricted Period, use or purport to authorize any Person to use any Intellectual Property owned by the Company or exclusively licensed to the Company or to otherwise infringe on the intellectual property rights of the Company.

(f) Non-Solicitation. During the Restricted Period, the Employee shall not recruit or otherwise solicit or induce any Person who is an employee or consultant of, or otherwise engaged by Company, to terminate his or her employment or other relationship with the Company, or such successor, or hire any person who has left the employ of the Company during the preceding one year.

(g) Certain Definitions. For purposes of this Agreement: (i) the term "Business" shall mean the business of providing information technology solutions, including supply chain, analytics, content management, information security, information technology professional services and managed services, mobile application development, digital and content management systems, web content management, enterprise management systems and resource planning, information technology infrastructure staffing, and any other business that the Company or its subsidiaries may be engaged in during the Term of this Agreement; (ii) the term "Competitive Business" shall mean any business competitive with the Business; and (iii) the term "Restricted Period" shall mean the Term of this Agreement and a period of two years after termination of this Agreement; provided, that, if Employee breaches the covenants set forth in this Section 5, the Restricted Period shall be extended for a period equal to the period that a court having jurisdiction has determined that such covenant has been breached.

6. Remedies. The restrictions set forth in Section 5 are considered by the parties to be fair and reasonable. The Employee acknowledges that the restrictions contained in Section 5 will not prevent him from earning a livelihood. The Employee further acknowledges that the Company would be irreparably harmed and that monetary damages would not provide an adequate remedy in the event of a breach of the provisions of Section 5. Accordingly, the Employee agrees that, in addition to any other remedies available to the Company, the Company shall be entitled to injunctive and other equitable relief to secure the enforcement of these provisions. In connection with seeking any such equitable remedy, including, but not limited to, an injunction or specific performance, the Company shall not be required to post a bond as a condition to obtaining such remedy. In any such litigation, the prevailing party shall be entitled to receive an award of reasonable attorneys' fees and costs. If any provisions of Sections 5 or 6 relating to the time period, scope of activities or geographic area of restrictions is declared by a court of competent jurisdiction to exceed the maximum permissible time period, scope of activities or geographic area, the maximum time period, scope of activities or geographic area, as the case may be, shall be reduced to the maximum which such court deems enforceable. If any provisions of Sections 5 or 6 other than those described in the preceding sentence are adjudicated to be invalid or unenforceable, the invalid or unenforceable provisions shall be deemed amended (with respect only to the jurisdiction in which such adjudication is made) in such manner as to render them enforceable and to effectuate as nearly as possible the original intentions and agreement of the parties. For purposes of this Section 6, all references to the Company shall be deemed to include the Company's affiliates and subsidiaries, whether now existing or hereafter established or acquired.

7. Termination. This Agreement shall terminate at the end of the Term set forth in Section 1. In addition, this Agreement may be terminated prior to the end of the Term set forth in Section 1 upon the occurrence of any of the events set forth in, and subject to the terms of, this Section 7.

(a) Death or Permanent Disability. If the Employee dies or becomes permanently disabled, this Agreement shall terminate effective upon the Employee's death or when his disability is deemed to have become permanent. If the Employee is unable to perform his normal duties for the Company because of illness or incapacity (whether physical or mental) for 45 consecutive days during the Term of this Agreement, or for 60 days (whether or not consecutive) out of any calendar year during the Term of this Agreement, his disability shall be deemed to have become permanent. If this Agreement is terminated on account of the death or permanent disability of the Employee, then the Employee or his estate shall be entitled to receive accrued Base Compensation through the date of such termination, all granted but unvested stock options held by the Employee shall immediately vest and the Employee or the Employee's estate, as applicable, shall have no further entitlement to Base Compensation, bonus, stock options or benefits from the Company following the effective date of such termination, except as provided in Section 3(b) and the last two sentences of Section 3(c) of this Agreement; provided, however, that any bonus pursuant to Section 3(b) of this Agreement shall be paid only for the year in which such termination occurred pro rated for the portion of such year prior to such termination and shall be paid at such time as the Board determines the bonuses for all senior executive officers of the Company for such year, but no later than March 15 of the year following the year in which it was earned.

(b) Cause. This Agreement may be terminated at the Company's option, immediately upon notice to the Employee, upon the occurrence of any of the following ("Cause"): (i) breach by the Employee of any material provision of this Agreement and the expiration of a 10-business day cure period for such breach after written notice thereof has been given to the Employee (which cure period shall not be applicable to clauses (ii) through (iv) of this Section 7(b)); (ii) conviction or plea of *nolo contendere* in connection with a crime; (iii) fraud, criminal conduct, dishonesty or embezzlement by the Employee; or (iv) Employee's misappropriation for personal use of any assets of a material value or business opportunities of the Company. If this Agreement is terminated by the Company for Cause, then the Employee shall be entitled to receive accrued Base Compensation through the date of such termination, all stock options, whether vested or unvested, will be forfeited by the Employee and will terminate and be null and void and the Employee shall have no further entitlement to Base Compensation, bonus, stock options, or benefits from the Company following the effective date of such termination.

(c) Without Cause. This Agreement may be terminated, at any time by the Company without Cause immediately upon giving written notice to the Employee of such termination. Upon the termination of this Agreement by the Company without Cause, the Employee shall be entitled to receive three (3) months Base Salary or \$55,000.00 in one lump sum within five (5) days of the effective date of such termination, subject to withholding for applicable taxes and other amounts, all granted but unvested stock options held by the Employee shall immediately vest and the Employee shall have no further entitlement to Base Compensation, bonus, stock options or benefits from the Company following the effective date of such termination, except as provided in the last two sentences of Section 3(c) of this Agreement.

(d) By Employee.

(i) Subject to the provisions of clause (ii) of this Section 7(d), the Employee may terminate this Agreement at anytime upon providing the Company with three (3) months prior written notice. If this Agreement is terminated by the Employee pursuant to this Section 7(d)(i), then the Employee shall be entitled to receive his accrued Base Compensation and benefits through the effective date of such termination, any unvested stock options shall terminate and be null and void and the Employee shall have no further entitlement to Base Compensation, bonus, stock options, or benefits from the Company following the effective date of such termination, except as provided in the last two sentences of Section 3(c) of this Agreement.

(ii) The Employee may terminate this Agreement upon the occurrence of any of the following: (A) a breach by the Company of any material provision of this Agreement and the expiration of a 10-business day cure period for such breach after written notice thereof has been given to the Company by the Employee; (B) any material diminution in the authority or responsibilities delegated to the Employee as the chief executive officer of the Company, unless agreed to by the Employee; or (C) any material reduction in the Employee's Base Compensation. Upon the termination of this Agreement by the Employee pursuant to this Section 7(d)(ii), the Employee shall be entitled to receive three (3) months Base Salary or \$55,000.00 in one lump sum within five (5) days of the effective date of such termination, subject to withholding for applicable taxes and other amounts, all granted but unvested stock options held by the Employee shall immediately vest and the Employee shall have no further entitlement to Base Compensation, bonus, stock options or benefits from the Company following the effective date of such termination, except as provided in the last two sentences of Section 3(c) of this Agreement.

(e) Change in Control. Upon the occurrence of a Change in Control (as hereinafter defined), the Employee shall have the right to terminate this Agreement within 30 days of the occurrence of such Change in Control. Upon the termination of this Agreement by the Employee due to the occurrence of a Change in Control, the Employee shall be entitled to receive three (3) months Base Salary or \$55,000.00 in one lump sum within five (5) days of the effective date of such termination, subject to withholding for applicable taxes and other amounts and all granted but unvested stock options held by the Employee shall immediately vest. For purposes of this Agreement, a "Change in Control" of the Company shall be deemed to have occurred in the event that: (i) individuals who, as of the date hereof, constitute the Board cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Board shall be considered as though such individual was a member of the Board as of the date hereof; (ii) the Company shall have been sold by either (A) a sale of all or substantially all its assets, or (B) a merger or consolidation, other than any merger or consolidation pursuant to which the Company acquires another entity, or (C) a tender offer, whether solicited or unsolicited; or (iii) any party, other than the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of voting securities of the Company representing 50% or more of the total voting power of all the then- outstanding voting securities of the Company.

8. Key Man Life Insurance. The Employee acknowledges that the Company may seek to obtain key man life insurance policy on his life with the Company as the named beneficiary in an amount to be determined by the Board up to a maximum amount of Five Million Dollars (\$5,000,000). The Employee hereby agrees to provide such information and to submit to such medical examinations and otherwise use his best efforts to cooperate as may be required to assist the Company in obtaining such policy.

9. Miscellaneous.

(a) Survival. The provisions of Sections 4, 5, 6, 7 and 9 and the last two sentences of Section 3(c) shall survive the termination of this Agreement.

(b) Entire Agreement. This Agreement sets forth the entire understanding of the parties and, except as specifically set forth herein, merges and supersedes any prior or contemporaneous agreements between the parties pertaining to the subject matter hereof.

(c) Modification. This Agreement may not be modified or terminated orally, and no modification, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

(d) Waiver. Failure of a party to enforce one or more of the provisions of this Agreement or to require at any time performance of any of the obligations hereof shall not be construed to be a waiver of such provisions by such party nor to in any way affect the validity of this Agreement or such party's right thereafter to enforce any provision of this Agreement, nor to preclude such party from taking any other action at any time which it would legally be entitled to take.

(e) Successors and Assigns. Neither party shall have the right to assign this Agreement, or any rights or obligations hereunder, without the consent of the other party; provided, however, that upon the sale of all or substantially all of the assets, business and goodwill of the Company to another company, or upon the merger or consolidation of the Company with another company, this Agreement shall inure to the benefit of, and be binding upon, both Employee and the company purchasing such assets, business and goodwill, or surviving such merger or consolidation, as the case may be, in the same manner and to the same extent as though such other company were the Company; and provided, further, that the Company shall have the right to assign this Agreement to any affiliate or subsidiary of the Company. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their legal representatives, heirs, successors and assigns.

(f) Communications. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given at the time personally delivered or when mailed in any United States post office enclosed in a registered or certified postage prepaid envelope and addressed to the addresses set forth below, or to such other address as any party may specify by notice to the other party; provided, however, that any notice of change of address shall be effective only upon receipt.

If to the Company:

6D Global Technologies, Inc.,
17 State Street, Suite 2550
New York, NY 10004
Attention: Secretary

With a copy to:

K&L Gates LLP
599 Lexington Avenue
New York, New York 10022-6030
Facsimile: (212) 245-3901
Attention: Robert S. Matlin, Esq.

If to the Employee:

Tejune Kang
Address:
17 STATE STREET, SUITE 2550
NEW YORK, NY 10004

(g) Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions of this Agreement and the provisions held to be invalid or unenforceable shall be enforced as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

(h) Jurisdiction; Venue. This Agreement shall be subject to the non-exclusive jurisdiction of the federal courts or state courts of the State of Delaware, County of New Castle, for the purpose of resolving any disputes among them relating to this Agreement or the transactions contemplated by this Agreement and waive any objections on the grounds of forum non conveniens or otherwise. The parties hereto agree to service of process by certified or registered United States mail, postage prepaid, addressed to the party in question. The prevailing party in any proceeding instituted in connection with this Agreement shall be entitled to an award of its/his reasonable attorneys' fees and costs.

(i) Governing Law. This Agreement is made and executed and shall be governed by the laws of the State of Delaware, without regard to the conflicts of law principles thereof.

(j) Counterparts. This Agreement may be executed in any number of counterparts (and by facsimile or other electronic signature), but all counterparts will together constitute but one agreement.

(k) Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and, except as provided herein, shall not be deemed for the benefit of any other person or entity.

(l) Headings and References. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References in this Agreement to any section refer to such section of this Agreement unless the context otherwise requires.

(m) IRC Section 409A. The parties to this Agreement intend that the Agreement complies with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), where applicable, and this Agreement shall be interpreted in a manner consistent with that intention. To the extent not otherwise provided by this Agreement, and solely to the extent required by Section 409A of the Code, no payment or other distribution required to be made to the Employee hereunder (including any payment of cash, any transfer of property and any provision of taxable benefits) as a result of his termination of employment with the Company shall be made earlier than the date that is six (6) months and one day following the date on which the Employee separates from service with the Company and its affiliates (within the meaning of Section 409A of the Code).

(n) Recovery of Compensation. All payments and benefits provided under this Agreement shall be subject to any compensation recovery or clawback policy as required under applicable law, rule or regulation or otherwise adopted by the Company from time to time.

(o) Participation of the Parties. The parties hereto acknowledge and agree that (i) this Agreement and all matters contemplated herein have been negotiated among all parties hereto and their respective legal counsel, if any, (ii) each party has had, or has been afforded the opportunity to have, this Agreement and the transactions contemplated hereby reviewed by independent counsel of its own choosing, (iii) all such parties have participated in the drafting and preparation of this Agreement from the commencement of negotiations at all times through the execution hereof, and (iv) any ambiguities contained in this Agreement shall not be construed against any party hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Employment Agreement as of the date set forth above.

CHIEF EXECUTIVE OFFICER
(Employee)



Tejune Kang

CHIEF FINANCIAL OFFICER
6D GLOBAL TECHNOLOGIES, INC.



Mark Szyrkowski

(Signature Page to Employment Agreement of Tejune Kang)



Tel: 212-885-8000
Fax: 212-697-1299
www.bdo.com

100 Park Avenue
New York, NY 10017

March 17, 2016

Mr. Tejune Kang, Chairman of the Board
Mr. Mark Szynkowski, Chief Financial Officer
6D Global Technologies, Inc.
17 State Street
Suite 450
New York, NY 10004

Dear Messrs. Kang and Szynkowski:

This is to confirm that the client-auditor relationship between 6D Global Technologies, Inc. (Commission File Number 1-35002) and BDO USA, LLP has ceased.

Sincerely,

BDO USA, LLP

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Tel: 212-885-8000
Fax: 212-697-1299
www.bdo.com

100 Park Avenue
New York, NY 10017

March 21, 2016

Tejune Kang
Chairman, Board of Directors
6D Global Technologies, Inc.
17 State Street, Suite 2550
New York, NY 10004

Pete Chrzaszcz
Director, Board of Directors

Michael Bannout
Director, Board of Directors

Adam Hartung
Director, Board of Directors

Dear Messrs. Kang, Chrzaszcz, Bannout, and Hartung:

In connection with our incomplete audit of the 6D Global Technologies, Inc. ("the Company") consolidated financial statements as of and for the year ended December 31, 2015, the following matters came to our attention for which we now advise you. As we have resigned effective March 17, 2016, we did not complete the audit. Had we completed the audit, additional matters may have come to our attention which we would report to you. We believe these are reportable matters in accordance with Item 304 of Regulation S-K for inclusion in the Form 8-K.

Matters Noted

Stock Grant Agreements

Information came to our attention that the CEO entered into stock grant agreements with at least four employees and two consultants in September 2014 through which the CEO granted his personal shares of the Company stock in consideration of services performed by the employees and the consultants for the Company. These grants are not reflected as expense in the Company's Consolidated Statements of Operations from the date of issuance through December 31, 2015. As per schedules provided by management, the effect on the Consolidated Statements of Operations for the year ended December 31, 2014 and for the nine-month period ended September 30, 2015 would be an increase in stock compensation expense of approximately \$226,000 and \$501,000, respectively. The completeness and accuracy of these amounts, the exact nature of these or other similar agreements or arrangements, and the resulting accounting and disclosure needs to be considered by the Company.

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BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Advisors Not Compensated by the Company

It has come to our attention in 2015, that the CEO has various uncompensated advisors, inclusive of Benjamin Wey. As per support provided by management (unaudited), the CEO has estimated approximately 180 hours of advisory hours provided by Mr. Wey from October 2014 through September 2015 to the Company. Advice has included, but was not limited to, making introductions to business contacts, acquisition targets and assisting in the deal structure for the Discover capital raise. As noted in the Section 10A Investigation Report performed by Blank Rome, LLP, "it was Mr. Kang's understanding that Mr. Wey was paid by NYGG-Asia for services rendered to 60 Global. 60 Global never paid Mr. Wey for any advice or services." These relationships and services are not accounted for nor disclosed in the financial statements and the Company should consider whether the absence of accounting or disclosures for this relationship is consistent with generally accepted accounting principles.

Investigative Procedures

During the course of the Section 10A independent investigative procedures, a number of inconsistencies were noted and we concluded that we are not able to rely on the representations provided by Tejun Kang, Chairman and CEO of the Company ("CEO"). See below for examples, though not all inclusive:

1. As per conversations with the then Audit Committee Chair ("AC Chair"), Adam Hartung, he inquired with the CEO in July 2015 as to Benjamin Wey's involvement with the Company since Mr. Wey was found guilty of civil charges for sexual misconduct with an intern at NYGG. The Board of Directors was told by the CEO that Mr. Wey was friendly with the CEO but he was not involved with the Company. When the Board inquired again at the September 2015 Board meeting, they learned that Mr. Wey was meeting regularly at the 6D office and was advising the CEO on a regular basis. Additionally, in July 2015, the Company granted non-qualified stock options to James N. Baxter and Warren Raiti who are not employees of the Company; rather our understanding, based on minutes of the Board of Directors meeting, is that they are NYGG affiliated individuals. Per the authorization of the Audit Committee, the Company rescinded these options in September 2015. It was at the September 25, 2015 meeting that the Board passed a resolution that the Company cease all interactions with Mr. Wey and NYGG.

- 2 . As per conversations with the then AC Chair, he noted that the Board informed management in September 2015 that it did not support an expansion into Ireland and recommended it be dropped. The Company established a subsidiary in Ireland in late 2015. Additionally, per support provided by management as it relates to Mr. Wey's consultations with the CEO, Mr. Wey made introductions between the CEO and Mr. Wey's Ireland contacts in April 2015 (see further discussion on advisors not compensated by the Company).
3. As noted in the Section 10A Investigation Report performed by Blank Rome, LLP for the Audit Committee dated February 26, 2016 which was provided to BDO and to the NASDAQ, "our investigation revealed that Mr. Kang was unsure who paid for Mr. Wey's trip to visit Discover Growth Fund." As per conversations with the then AC Chair, he was also informed by management that the CEO was unsure who paid for these expenses. As per support provided by Mark Szykowski, CFO, to us in March 2016 these expenses were charged to the CEO's credit card and reimbursed in 2015.

Internal Controls

A material weakness is defined as a deficiency or combination of deficiencies in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. Based on the above matters noted, as of December 31, 2015, the following four material weaknesses in the Company's internal control over financial reporting are noted:

- 1 . The Company did not maintain appropriate controls relating to the issuance of stock grants by the CEO which caused material misstatements in the consolidated financial statements related to expense. The lack of adequate controls over the granting of stock and the related documentation constitute a material weakness which resulted in material errors in the financial statements.
2. The Company did not maintain appropriate governance and controls surrounding the CEO consulting with various advisors not compensated by the Company. The lack of adequate controls surrounding review of the CEO's consultations with outside advisors constitutes a material weakness.
- 3 . The Company did not appear to have an effective Board of Directors that demonstrates independence from management and exercises oversight responsibility and has the ability to discharge its responsibilities. The Board of Directors (made up of all the members of the Audit Committee plus the CEO) was not familiar with the nature and extent to which Mr. Wey was providing advice to the CEO or to the extent that the CEO consults with outside advisors. Additionally, the Audit Committee provided management with direction as to not expand into Ireland which management subsequently did anyway.

4. The Company did not maintain a sufficient complement of personnel with an appropriate level of knowledge and experience in the application of U.S. GAAP commensurate with financial reporting requirements to implement an appropriate level of review which would have detected and properly accounted for the errors noted above.

Because our audit was not completed, it is possible that additional material weaknesses in the company's internal control over financial reporting may yet to be identified.

December 31, 2014 Financial Statements and Related Independent Registered Public Accounting Firm Opinion

Because the financial statements for the fiscal year ended December 31, 2014 do not reflect the approximate \$226,000 of additional expense and our inability to rely on the representations provided by the CEO, our report on these financial statements should no longer be relied upon. Additionally our completed interim reviews related to the previously issued financials for the periods September 30, 2014, March 31, 2015, June 30, 2015 and September 30, 2015 should also not be relied upon. We direct you to Item 4.02, Non-Reliance on Previously Issued Financial Statements or a Related Audit Report of Completed Interim Review as to further steps that need to be taken.

Sincerely,

BDO USA, LLP



Tel: 212-885-8000
Fax: 212-697-1299
www.bdo.com

100 Park Avenue
New York, NY 10017

March 23, 2016

Securities and Exchange Commission
450 5th Street N.W.
Washington, D.C. 20549

We have been furnished with a copy of the responses to Item 4.01 and Item 4.02 of Form 8-K for the event that occurred on March 21, 2016, to be filed by 6D Global Technologies, Inc. We agree with the statements made in response to that Item insofar as they relate to our Firm.

Very truly yours,

BDO USA, LLP

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