

## CONFIDENTIALITY / NON-SOLICITATION AGREEMENT

In consideration of my employment by CompuCom Systems, Inc. (“CompuCom” or the “Company”) and compensation or other moneys paid or to be paid to me by CompuCom, I (the undersigned, “I” or “Employee”) agree as follows subject to the modifications set forth in **Appendix A**:

### Section 1. Employment at-Will

My employment will be on an at-will basis for an indefinite duration, and may be terminated by either party at any time for any reason, with or without notice and with or without cause. Notwithstanding any express or implied representation to the contrary made prior or subsequent to this Agreement, including any statement, conduct, policy, handbook, guideline or practice of CompuCom or its employees, my at-will status may be modified only by a formal written agreement signed by an authorized officer of CompuCom expressly modifying the terms of this Agreement.

### Section 2. Loyalty and Lawful Activity Expectations and Representations

I understand that I am employed with the expectation that I will be loyal to CompuCom, further its business interests, and avoid any conduct that creates a direct conflict of interest. As an employee of CompuCom, I will devote all business time, best efforts and attention to furthering the business interests of CompuCom. As such, while an employee of CompuCom, I will not directly or indirectly engage in any activity or conduct that is competitive with and contrary to CompuCom’s business interests. I am not bound by any non-compete, non-solicitation or other agreement or provision that would prohibit or restrict me from carrying out my job responsibilities for CompuCom, including the obligations under this Agreement. I will not bring with me to CompuCom, nor use while employed by CompuCom, any confidential information or trade secrets of a previous employer or any other party. I agree to indemnify CompuCom for any breach of these representations.

### Section 3. Confidential Information and CompuCom Property

a. As used in this Agreement, the term “**Confidential Information**” means information, or a compilation of information, in any form (tangible or intangible), related to the Company’s business that the Company has not made public or authorized public disclosure of and that is not, through proper means, already generally known to the public or to other persons who might obtain value or competitive advantage from its disclosure or use. Confidential Information includes, but is not limited to (1) Company’s product or service information, including fees, costs and pricing structures; distribution and sales methods and systems; sales and profit figures; marketing information; advertising and pricing strategies; analyses; diagrams; reports; computer software, including operating systems, applications, and programs; manuals and documentation; databases; accounting and business methods; business plans and analysis; innovations, designs, ideas, inventions and new developments and methods, whether patentable or unpatentable and whether or not reduced to practice; trade secrets; techniques; technical data; know-how; analytical techniques; quality control tests and procedures; proprietary information; customer lists; and information concerning existing and prospective clients, distributors, agents, suppliers and customers and other information related thereto, (2) information provided to CompuCom by third parties that CompuCom is obligated to keep confidential, and (3) confidential and business information of third parties to which I am exposed or given access in connection with my job responsibilities. This includes but is not limited to information obtained while on site at a customer location.

b. I acknowledge that in the course of performing my job responsibilities for CompuCom, I will have access to Confidential Information. I agree to keep Confidential Information secret during my employment and for so long thereafter as the information is maintained as confidential by the Company. This means I will not engage in any use or disclosure of Confidential Information that is not authorized by the Company and undertaken for the benefit of the Company. I will comply with all CompuCom policies and procedures for the protection of Confidential Information. I will not use or disclose Confidential Information

of a third party obtained through my employment with CompuCom except as permitted by any applicable agreement between CompuCom and the third party. If I reside in a state where a time limitation is required for a post-employment restriction on the use of Confidential Information to be enforceable, then the restriction on use of Confidential Information provided for herein shall be limited to a period of three years following termination of employment; provided, however, that no such time limitation shall apply to confidential information that qualifies for protection as a trade secret under applicable law or is third party confidential information. The Company's trade secrets will remain protected for as long as they qualify as trade secrets under applicable law. Items of third party Confidential Information will remain protected for as long as allowed under the laws and/or separate agreements that make them confidential.

c. If I leave the employ of CompuCom for any reason, I agree to promptly deliver to CompuCom, and not keep copies of, any and all Confidential Information and property of CompuCom, whether in tangible or electronic format, including but not limited to any keys, access cards, credit cards, identification cards, computer equipment, cell phones, pagers and all other tangible or intangible property and equipment belonging to CompuCom.

d. I acknowledge and agree that all materials, data and information created, stored or transmitted using CompuCom property or equipment is the property of CompuCom and subject to access by CompuCom at any time without further notice. I agree to allow CompuCom the right to inspect any storage device, phone or computer in my possession or control that I conduct any business on (such as sending work-related texts, email or documents to) so that it may retrieve its Confidential Information or take other steps to protect it. I understand that: my authority to access CompuCom computers is limited to computers and activities authorized by my manager and necessary for the performance of my job; and, any computer access undertaken to pursue or prepare to pursue business activities competitive with CompuCom is unauthorized access, expressly prohibited, and may subject me to civil and criminal penalties.

e. The restrictions provided for in this Section 3 shall not be construed to prohibit the use of general knowledge and experience customarily relied upon in my trade or profession that is not specific to the particular business matters of the Company (such as its business transactions, customers, employees, or products (existing or under development)), nor shall Section 3 be construed to be a form of covenant not to compete (such a construction would be contrary to the intent of the parties). Notwithstanding the foregoing, the unauthorized disclosure of a particular item of Confidential Information to a competitor will qualify as prohibited misappropriation of the Confidential Information. Employee acknowledges and agrees that the Confidential Information is the property of Company and a special and unique asset of the Company. The Confidential Information derives independent economic value, actual or potential, from not being generally known by the public or by other persons or entities who can obtain economic value from its use or disclosure, and thus shall be protected.

#### Section 4. Intellectual Property Rights

a. I agree that I am employed with the expectation that I will apply my inventive and creative capacities to the benefit of CompuCom. All copyrightable works that I author, in whole or in part, alone or with others, that relate to the Company's business or that are created in whole or in part with the aid of CompuCom Confidential Information, tools, property, or working time, shall be considered work-made-for-hire and the property of CompuCom. I do hereby assign, transfer and convey to CompuCom all of my rights, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable works and trade secrets (collectively "**Intellectual Property**") that I solely or jointly may conceive, develop, author or otherwise produce during my employment at CompuCom.

b. I understand and acknowledge notice that this Agreement's assignment provisions are limited to only those inventions that can be lawfully assigned by an employee to an employer. Some examples of state laws limiting the scope of assignable inventions are: Delaware Code Title 19 Section 805; Kansas Statutes Section 44-130; Minnesota Statutes 13A Section 181.78; North Carolina General Statutes

Article 10A, Chapter 66, Commerce and Business, Section 66-57.1; Utah Code Sections 34-39-1 through 34-39-3, "Employment Inventions Act"; Washington Rev. Code, Title 49 RCW: Labor Regulations, Chapter 49.44.140. *NOTICE: I acknowledge notice that to the extent one of the foregoing laws applies, my invention assignment agreement will not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on my own time, unless: (1) the invention relates directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development; or (2) the invention results from any work performed by me for the Company. Similarly, to the extent California Labor Code Section 2870, or Illinois 765ILCS1060/1-3, "Employee Patent Act", controls then the same notice will apply absent the word "directly" in part (1).*

c. *I have attached a signed and dated list of all items of Intellectual Property belonging to me and made by me prior to my employment with CompuCom that I wish to have excluded from this Agreement. If no list is attached, I represent that there are no such items of Intellectual Property. If I use or permit CompuCom to use any item of Intellectual Property in which I have an interest in any manner connected to CompuCom's business, including but not limited to the development or improvement of any program, material, product, service or process, CompuCom is hereby granted an exclusive, royalty free, perpetual, world-wide license to exercise any and all rights to the Intellectual Property, including the right to protect and sell products or services incorporating the Intellectual Property without restriction or the requirement to provide me with attribution, notice or compensation.*

d. At any time during my employment or thereafter, I will take any actions and execute any documents requested by CompuCom to carry out the terms of this Section 4. If CompuCom is unable to secure my signature due to my incapacity or for any other reason, I hereby irrevocably grant the General Counsel of CompuCom a limited power of attorney coupled with an interest to take such actions and execute such documents on my behalf.

#### Section 5. Non-Solicitation/Contact With Customers

In reliance upon my promise to abide by all of the restrictions in this Agreement, I am being placed in a special position of trust and confidence by CompuCom that involves, among other things, entrustment with Confidential Information (including trade secrets) and customer contact for the benefit of CompuCom. The restrictions on use and disclosure of Confidential Information in this Agreement are insufficient standing alone to protect CompuCom's trade secrets and other business interests. Accordingly, I further agree that:

a. For a period of one (1) year after the end of my employment with CompuCom (regardless of the reason such employment ends), I will not knowingly recruit, solicit or otherwise cause or encourage any person that is employed by CompuCom (as an employee, consultant, or otherwise) and that I acquired knowledge of or worked with while employed by CompuCom (a "**Covered Person**") to end his or her association with CompuCom, nor will I help any other person or entity engage in such conduct. It is understood that this restriction is not intended to apply to general advertising in public media for help wanted that are general in nature and not targeted or directed at CompuCom employees or a particular person. In addition to and not in lieu of injunctive relief, if I violate this restriction regarding a Covered Person and CompuCom loses the services of such person, I will owe CompuCom a liquidated damage amount equal to 25% of the total wages and other compensation the Covered Person received in the one year period preceding my violation. If I have any questions about my obligations under this Section, I will contact CompuCom's Human Resources Department.

b. For a period of one (1) year after the end of my employment with CompuCom (regardless of the reason such employment ends), I will not directly or through the direction or control of others, solicit, service, or have contact with any CompuCom customer that I had business-related dealings with or obtained Confidential Information about during the last two years my employment by CompuCom (or such shorter period of time as I am employed)(said period being the "**Look Back Period**" and said customers being "**Covered Customers**") for the purpose of providing products or services that are competitive with products

and services CompuCom provided to the Covered Customer during the Look Back Period and that remain a part of CompuCom's business. If I have any questions about my obligations under this Section, I will contact CompuCom's Human Resources Department.

It shall be presumed that "solicit" means to communicate or otherwise knowingly interact with a person or entity with the purpose or foreseeable result being to directly or indirectly cause or encourage a particular responsive action, irrespective of which party first initiates contact or the reason contact was initiated.

I agree that the provisions of the post-employment restrictions provided for above are reasonable, do not unduly restrict my ability to earn a living or violate any public interest, and are necessary to protect CompuCom's trade secrets and other legitimate business interests.

#### Section 6. Reimbursement

I authorize CompuCom, during my employment or following the termination of my employment, to withhold from any funds CompuCom owes me (including without limitation salary, bonus, commissions and expense reimbursements) any and all funds due to CompuCom from me (including without limitation cash and travel advances, overpayments made by CompuCom to me, amounts received by me due to CompuCom's error, unpaid credit or phone charges or any debt I owe CompuCom for any reason, including but not limited to failure to return, misuse or misappropriation of CompuCom property or assets), where permitted by law.

#### Section 7. Special Remedies and Injunctive Relief / Defend Trade Secrets Act

I acknowledge that my failure to abide by this Agreement will cause CompuCom irreparable harm, and in addition to any other remedies available at law or in equity, CompuCom will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, without further notice or the necessity of posting bond or security. If a bond is necessary for the issuance of injunctive relief, a bond in the amount of \$1,000 is agreed to as a reasonable and adequate amount. If I violate a restriction with a post-employment time limit on it, the time limit for such restriction shall be extended by one day for each day I am found to be in violation of the restriction up to a maximum extension of one year. The prior sentence regarding an extension of the restricted period(s) does not apply in Wisconsin or where otherwise prohibited by law.

Nothing in this Agreement prohibits Employee from reporting an event that Employee reasonably and in good faith believes is a violation of law to law enforcement, my attorney, the relevant law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, Department of Labor, the state division of human rights, or a local commission on human rights), from making any truthful statements or disclosures required by law, or from cooperating in an investigation conducted by such a government agency (collectively referred to as "**Protected Conduct**"). This Agreement also does not require notice to or approval from the Company before engaging in Protected Conduct. This may include disclosure of trade secret or confidential information within the limitations permitted by the 2016 Defend Trade Secrets Act (DTSA). *Employee is hereby provided notice that under the DTSA, (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made **in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.***

#### Section 8. Reformation / Severability

The language of this Agreement shall be construed as a whole, according to its fair meaning. Each party believes that the time restrictions in the Agreement are reasonable to protect CompuCom's business activity. In the event a court of competent jurisdiction should find any restriction on my conduct in this Agreement to be unreasonable and unenforceable as written (such as time, geography, or scope of activity), the parties agree to reformation of the unenforceable restriction by the court so as to make it reasonable and enforceable within the jurisdiction covered by that court. In the event that such a court decides a provision is unenforceable and cannot be reformed to make it enforceable, the unenforceable provision(s) will be considered severed from the rest of the Agreement, and the Agreement will continue in all other respects to be valid and enforceable.

#### Section 9. Binding Effect and Assignment

This Agreement and my obligations under it will survive the termination of my employment regardless of reason and shall, likewise, survive any changes in the terms or conditions of my employment; and will be binding on my heirs, executors and administrators. This Agreement shall automatically inure to the benefit of CompuCom and its parent, subsidiaries, affiliates, successors and assigns, including without limitation, The ODP Corporation, Office Depot, LLC, Viking Office Products, Inc., OfficeMax Incorporated and OfficeMax North America, Inc., and shall be enforceable by any one or more same who have a legitimate business interest that would be protected by enforcement of this Agreement, without the need for any further action or agreement by me. As used herein, references to restrictions used to protect the property and interests of the Company will be understood to include protection of the property and interests of any subsidiary, affiliate, or parent of the Company with which I have any material involvement or about which I acquired Confidential Information during my employment with the Company, such that said entity shall be deemed a third party beneficiary of this Agreement with enforcement rights equivalent to those of the Company. I consent to the assignment of this Agreement by Company at its discretion, as part of a sale, merger, or other transaction including without limitation an asset sale or assignment, stock sale, merger, consolidation or other corporate reorganization. My obligations under this Agreement are personal in nature and will not be assigned by me without the written consent of CompuCom.

#### Section 10. Notification of Existence of Agreement

I agree that if I am offered employment by any other employer during the time I am employed by CompuCom, whose business competes directly or indirectly with the business of CompuCom, I will immediately notify the other employer of the existence of this Agreement and my obligations under it. I understand that CompuCom shall have the right to communicate with other parties about the application of this Agreement to me and that such communication shall not give rise to a claim of unlawful interference or other legal action regardless of whether or not I agree with CompuCom's position.

#### Section 11. Non-Waiver and Attorneys' Fees

I agree that any waiver by CompuCom of strict performance of any provision of this Agreement shall not be a waiver of or prejudice CompuCom's right to require strict performance of that same provision or any other provision of this Agreement in the future. Nothing in this Agreement shall be construed to limit or reduce any common law or statutory duty I would otherwise owe to CompuCom absent this Agreement, including but not limited to my duty of loyalty and fiduciary duty as an employee placed in a special position of trust; nor shall this Agreement limit or eliminate any remedies available to the Company for a violation of such duties. In the event that I breach any provision of this Agreement, I agree to reimburse CompuCom for its attorneys' fees and expenses incurred in enforcing this Agreement. The prior sentence regarding recovery of attorneys' fees shall not apply in California or in any other state where its application would result in a reciprocal right for Employee to recover attorneys' fees; in such states, both parties will bear their own attorneys' fees for contract enforcement.

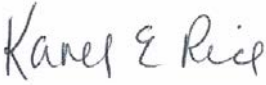
Section 12. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. **California Notice:** This section does not apply in California, Washington or where otherwise prohibited.

Section 13. Survival

This Agreement will survive the expiration or termination of my employment with the Company and/or any assignee pursuant to Section 9 and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

AGREED:

EMPLOYEE	COMPUCOM SYSTEMS, INC.
Signature: _____	By: Karen E. Rice
Printed Name: _____	
Date: _____	Its: SVP Human Resources

## APPENDIX A

Alabama: If Alabama law is deemed to apply, then the following applies to Employee: (a) Section 5(a) is further limited to targeting Covered Persons in Sensitive Positions. A Covered Person in a "Sensitive Position" refers to an individual who is uniquely essential to the management, organization, or service of the business; and (b) "Covered Customer" means a current customer of the Company that Employee had material business-related contact or dealings with or access to Confidential Information about during the Look Back Period.

California: If California law is deemed to apply, then the following applies to Employee: the restrictions in Section 5 shall not apply. However, any conduct relating to the solicitation of Company's customers or employees that involves the misappropriation of the Company's trade secret information, such as its protected customer information, will remain prohibited conduct at all times.

Colorado: If Colorado law is deemed to apply, and Employee is not an officer, executive or management employee, or an employee who constitutes professional staff to executive and management personnel, then for so long as Colorado law controls: the definition of Covered Customer shall be limited to only those persons or entities that Employee had access to trade secrets about in the Look Back Period.

Illinois: If Employee resides in Illinois at the time Employee enters into this Agreement, as additional mutually agreed upon consideration for the covenants in the Agreement in case of termination without cause within the first 2 years of employment, the Company shall pay Employee Separation Pay pursuant to the terms and requirements of any applicable Separation Pay Program.

Indiana: If Indiana law is deemed to apply, then the following applies to Employee: the employee nonsolicit in Section 5(a) shall be modified to further limit the restriction on solicitation of employees to those who have access to or possess any Confidential Information that would give a competitor an unfair advantage.

Louisiana: If Louisiana law is deemed to apply, then the following applies to Employee: the restriction in Section 5(b) of the Agreement is understood to cover only the following parishes in Louisiana: the Parishes of Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, Desoto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, Jefferson, Lafayette, Lafourche, LaSalle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermillion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, Winn, and, if counties (or their equivalents) that are located outside of Louisiana must also be specified by name, Employee acknowledges that the names at issue are those listed by the U. S. Census Bureau for the remainder of the United States found at [https://en.wikipedia.org/wiki/List\\_of\\_counties\\_by\\_U.S.\\_state](https://en.wikipedia.org/wiki/List_of_counties_by_U.S._state) (summarizing data from [www.census.gov](http://www.census.gov) and incorporated herein by reference) and same are all incorporated herein by reference.

Missouri: If Missouri law is deemed to apply, then the following applies to Employee: the employee nonsolicit obligations in Section 5(a) will be modified to exclude from the definition of Covered Person any employee who provides only secretarial or clerical services.

Nebraska: If Nebraska law is deemed to apply, then the following applies to Employee: the definition of "Covered Customer" in Section 5(b) is modified so that it means any persons or entities with which Employee did business and had personal business-related contact during the Look Back Period.

Nevada: If Nevada law is deemed to apply, then the following applies to Employee: Section 5(b) does not preclude Employee from providing services to any former client or customer of the Company if: (a) Employee did not solicit the former customer or client; (b) the customer or client voluntarily chose to leave and seek services from Employee; and (c) Employee is otherwise complying with the limitations in this Agreement as to time and scope of activity to be restrained.

New York: If New York law is deemed to apply, then the following applies to Employee: Section 5(b) shall be modified so that "Covered Customer" excludes those clients who became a customer of Company as a result of Employee's independent contact and business development efforts with the customer prior to and independent from his/her employment with Company.

North Carolina: If North Carolina law is deemed to apply, then the following applies to Employee: the Look Back Period shall be calculated looking back two years from the date of enforcement and not from the date employment ends.

North Dakota: If North Dakota law is deemed to apply, then the following applies to Employee: Section 5(b) shall not apply. However, any conduct relating to the solicitation of Company's customers that involves the misappropriation of the Company's trade secret information, such as its protected customer information, will remain prohibited conduct at all times.

Oklahoma: If Oklahoma law is deemed to apply, then the following applies to Employee: Section 5(b) is limited to the direct solicitation of established customers for the purpose of doing any business that would compete with the Company's business.

Virginia: If Virginia is deemed to apply, then the following applies to Employee: The parties agree that the nonsolicit obligations are reasonably limited in nature and do not prohibit employment with a competing business in a non-competitive position. If I reside in Virginia and my average weekly earnings calculated as provided for under Code of Virginia §40.1-28.7:7 (the "Virginia Act"), are less than the average weekly wage of the Commonwealth as determined pursuant to subsection B of §65.2-500 or I otherwise qualify as a "low-wage employee" under the Virginia Act then nothing in the customer nonsolicit obligations in Section 5(b) shall restrict Employee from providing a service to a customer or client of the Company if Employee does not initiate contact with or solicit the customer or client. Employee shall not be considered a "low-wage employee" if Employee's earnings are derived, in whole or in predominant part, from sales commissions, incentives, or bonuses paid to the employee by the Company.

Washington: If Washington law is deemed to apply, then the following applies to Employee:

(a) the customer nonsolicit provision in Section 5(b) shall not restrict Employee from providing a service to a customer of the Company if Employee does not initiate contact with or solicit the customer ("Customer Nonsolicit Limitation") unless Employee earns from CompuCom at least \$100,000 in Box 1 W-2 annual compensation, as adjusted annually for inflation after January 1, 2020, by the Washington State Department of Labor & Industries ("Earnings Threshold"). Employee further agrees that if, at the time Employee signs the Agreement, Employee's earnings do not meet the Earnings Threshold, the Customer Nonsolicit Limitation shall no longer apply and the customer nonsolicit in Section 5(b) will automatically become enforceable against Employee as set forth in the Agreement if and when Employee begins earning at least \$100,000 annually (adjusted for inflation);

(b) CompuCom further agrees that if Employee's employment with Employer is terminated as the result of a layoff, CompuCom will only enforce the Section 5(b) customer nonsolicit against Employee subject to the Customer Nonsolicit Limitation unless, during the period of enforcement, CompuCom pays Employee compensation equivalent to Employee's final base pay at the time of the termination of Employee's employment, minus the amount of any compensation Employee earns through employment after the end of Employee's employment with CompuCom, which Employee agrees to promptly and fully disclose. For purposes of this section, "layoff" means termination of Employee's employment by CompuCom for reasons of CompuCom's insolvency or other purely economic factors, and specifically excludes termination of Employee's employment for any other reason, either with or without cause; and

(c) Employee acknowledges and agrees that Employee has the opportunity to review and consider the terms of the Agreement, including this Appendix, before accepting an offer of employment with CompuCom.

Wisconsin: If Wisconsin law is deemed to apply, then the following applies to Employee: Section 5(a) is limited to targeting Covered Persons in Sensitive Positions. A Covered Person in a "Sensitive Position" refers to an employee of the Company who is in a management, supervisory, sales, research and development, or similar role where the employee is provided Confidential Information or is involved in business dealings with the Company's clients.