

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 “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 business plans and analysis, customer and prospective customer lists, methods, techniques, technical data, know-how, innovations, computer programs, un-patented inventions, and trade secrets, (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.

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.

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, "Employees 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.

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 the relevant law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an investigation conducted by such a government agency. 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, 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, and shall be enforceable by any one or more same without the need for any further action or agreement by me.

Section 10. Miscellaneous Waivers

a. I agree that, to the maximum extent permitted by law, any statute of limitations or repose relevant to any claim I may initiate against CompuCom, and/or its subsidiaries or affiliates (and/or their managers or employees) shall be reduced and limited to six (6) months.

b. To the maximum extent permitted by law, I waive any right or ability to be a class or collective action representative or to otherwise bring or participate in any putative or certified class, collective or multi-party action or proceeding based on any claim to which I am or CompuCom is a party.

Section 11. 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 12. 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 by me, 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 13. Choice of Law

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

AGREED:

Employee: _____ (Signature) _____ (Name printed) Date: _____	CompuCom Systems, Inc.: By: Karen E. Rice <i>Karen E Rice</i> _____ Its: SVP Human Resources
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APPENDIX A

Alabama: If Alabama law is deemed to apply, then the following applies to Employee: (a) Paragraph 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: (a) the restrictions in Paragraph 5(a) shall not apply; and (b) Paragraph 5(b) shall be limited to situations where Employee is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law).

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.

Louisiana: If Louisiana law is deemed to apply, then the following applies to Employee: the restriction in Paragraph 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.

Nebraska: If Nebraska law is deemed to apply, then the following applies to Employee: the definition of "Covered Customer" in Paragraph 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: Paragraph 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: Paragraph 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: Paragraph 5(b) shall be limited to situations where Employee is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law).

Oklahoma: If Oklahoma law is deemed to apply, then the following applies to Employee: Paragraph 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. As used herein, 'solicit' means to knowingly communicate with for the purpose of inducing or causing action (such as the purchase of a product or service), regardless of which party first initiates the communication.

Wisconsin: If Wisconsin law is deemed to apply, then the following applies to Employee: Paragraph 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.