



CONFIDENTIALITY/NON-SOLICITATION AGREEMENT

In consideration of my employment by CompuCom Canada Co. and compensation or other moneys paid or to be paid to me by CompuCom, I agree as follows:

Section 1. Past Employment

I will not bring with me to CompuCom, nor use while employed by CompuCom, any confidential information of a previous employer or any other party.

Section 2. Definitions

In this agreement, the following words and phrases shall have the following meanings unless the context requires otherwise:

- a. "Business Opportunities" means potential business ventures of all kinds, including acquisitions, sales, business arrangements and other transactions and opportunities for new markets, products and services which have been disclosed to, investigated, studied or considered by CompuCom or by others on behalf of CompuCom;
- b. "CompuCom" means CompuCom Canada Co. and all of its respective associates, affiliates or related persons (as such terms are defined in the *Ontario Business Corporations Act*) and partners, and all predecessors, successors or assigns of any of the preceding entities;
- c. "Confidential Information" means information known or used by CompuCom in connection with its business including, but not limited to, any formulae, design, prototype, compilation of information, data, program, code, method, personnel records and data, technique or process, information relating to any product, device, equipment or machine, Customer Information, Financial Information, Marketing Information, Intellectual Property, Business Opportunities, or Research and Development, but does not include any of the foregoing which was known to me prior to employment by CompuCom or which is or becomes Public Knowledge;
- d. "Customer Information" means information pertaining to CompuCom's customers, customer base and markets, including customer names and addresses and the names of employees of customers with whom CompuCom is in contact in its business, account plans and proposals, vendor and supplier information, customer requirements and CompuCom's contracts with its customers, including the details as to pricing and supply and shall also be deemed to mean and include confidential information which may be the property of the customer and provided to CompuCom by the customer on terms and conditions which require CompuCom and its employees to retain such confidential information in confidence;
- e. "Inventions" means any and all Intellectual Property made or created by me alone or jointly with other during my employment with CompuCom or which result from tasks assigned to me by CompuCom or which results from the use of the premises or property of CompuCom (including equipment, supplies or Confidential Information);
- f. "Financial Information" means information pertaining to CompuCom's costs, product pricing (including price lists and pricing strategies), manufacturers agreements, sales, income, profitability, pricing, salaries and wages (including compensation/incentive plans and other costs);
- g. "Intellectual Property" means any and all inventions, designs, works, creations, developments, software, programs, codes, source code, drawings, sketches, compilation of information, analyses, experiments, data, formula, methods, processes, techniques, prototypes, products, samples and includes any modifications or improvements thereto;

- h. "Marketing Information" means information pertaining to CompuCom's marketing efforts including, but not limited to, CompuCom's marketing programs, plans, sales policies, techniques, strategies and proposed future products, services, sales activities, service activities, bidding information, advertising and promotions;
- i. "Public Knowledge" means information that is generally known in the trade or business in which CompuCom is engaged, or is otherwise easily accessible through lawful, non-confidential sources;
- j. "Research and Development" means information pertaining to any research, development, investigation, study, analysis, experiment or test carried on or proposed to be carried on by CompuCom.

Section 3. Confidential Information and CompuCom Property

- a. I acknowledge that:
 - i. CompuCom's offer to employ me is conditional upon my execution of this agreement;
 - ii. in the course of performing my job responsibilities for CompuCom, I will have access to, be exposed to, and will have an opportunity to learn or otherwise become aware of Confidential Information;
 - iii. the Confidential Information is a valuable asset which is the property of CompuCom exclusively and that the unauthorized use or disclosure of it would cause serious harm to the economic interests of CompuCom;
 - iv. it is important and in the interest of CompuCom that the Confidential information remain the exclusive confidential property of CompuCom and that it not be used or disclosed except in accordance with the knowledge and consent of CompuCom and in CompuCom's best interests;
- b. I agree that at all times during the period of my employment with CompuCom and at all times following the termination of my employment with CompuCom:
 - i. I will hold in confidence and keep confidential all Confidential Information;
 - ii. I will not directly or indirectly use any Confidential Information except in the course of performing my duties as an employee of CompuCom with the knowledge and consent of CompuCom and in CompuCom's interests; and
 - iii. I shall not directly or indirectly disclose any Confidential Information to any person or entity, except in the course of performing my duties as an employee of CompuCom with the knowledge and consent of CompuCom and in CompuCom's interests; and
 - iv. I agree to comply with all CompuCom policies and procedures for the protection of Confidential Information.
- 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 (including any materials which contain Confidential Information) and property of CompuCom, whether tangible or electronic format, including, but not limited to, any vehicles, credit cards, training materials and manuals, CompuCom documentation, records and files, product manuals, keys, access cards and codes, 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 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.

Section 4. Inventions

- a. I acknowledge and agree that all Inventions shall be and remain the exclusive property of CompuCom and I shall have no right, title or interest therein even though I may have created or contributed to the creation of any of the Inventions and CompuCom shall have the sole and exclusive right, title, and interest in and to the Inventions, which right shall continue notwithstanding the termination of my employment with CompuCom.
- b. I hereby agree to assign to CompuCom any and all right, title and interest that I may have in and to the Inventions and in any Intellectual Property right pertaining to the Inventions which I may have by virtue of having created, made, conceived or contributed to such Inventions. For purposes of U.S. copyright law, each copyrightable Invention shall be considered a work made for hire and owned by CompuCom. I agree to maintain at all times adequate and current records relating to the creation and development of the Inventions, which records shall be and shall remain the property of CompuCom.
- c. I specifically agree that CompuCom, its assignees and their licenses are not required to designate me as the author of any of the Inventions. I hereby waive in whole all moral rights which I may have in any of the Inventions, including the right to the integrity of the Inventions, the right to be associated with the Inventions, the right to restrain or claim damages for any distortion, mutilation or modification of the Inventions, and the right to restrain use or reproduction of the Inventions in any context and in connection with any product, service, cause or institution.
- d. My obligation, in Section 4(b), to assign rights to CompuCom, shall not apply to any Invention if I can prove all of the following: (i) the Invention was developed on my own time, (ii) no equipment, supplies, facilities or information of CompuCom were used in the development of the Invention, (iii) the Invention does not relate to the business (actual or reasonably anticipated) of CompuCom, and (iv) the Invention does not result from any work performed by me for CompuCom.
- e. I have attached a list of all Inventions 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 Inventions. If I use or permit CompuCom to use any Invention 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 Invention, including the right to protect and sell the Invention without restriction.
- f. I agree to execute any formal assignment or other documentation which CompuCom may require in order for me to assign the rights described in this Section. 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.
- g. CompuCom shall have the right to apply for, prosecute and obtain, patents and copyright, industrial design and trademark registrations and any other registrations or grants of rights analogous thereto in any and all countries throughout the world in respect to the Inventions and I agree to execute on demand, whether during or subsequent to my employment, any applications, transfers, assignments and other documents as CompuCom may consider necessary or desirable from time to time for the purpose of obtaining, maintaining or vesting in or assigning to CompuCom absolute title to any such patents, copyright, industrial design or inventions, or for the purpose of applying for, prosecuting, obtaining or protecting any such patents, copyright, industrial design or trade mark

registrations in any and all countries of the world; and I further agree to cooperate and assist in every way possible in the prosecution and protection of any such applications and the rights granted in respect thereof.

Section 5. Non-Solicitation/Non-Compete Provision

I acknowledge that, in order to preserve the very strong existing and potential business interests of CompuCom, the provisions of this Agreement are reasonable and necessary, will not prevent me from earning a livelihood, and are not an undue restraint on my trade or any relevant public interest. I acknowledge and confirm that the scope of the following covenants are, in all respects, and particularly in respect of area, time and subject matter, no more than is reasonable to protect CompuCom's legitimate business interests. I further agree:

- a. As an employee of CompuCom, I will devote all business time, best efforts and attention to furthering the business interests of CompuCom. As such, during my employment with CompuCom, I will not directly or indirectly engage in any business activity which is competitive with CompuCom nor will I accept employment with any customer of CompuCom;
- b. for a period of one (1) year following the cessation of my employment with CompuCom, for any reason, I will not directly or indirectly, solicit, assist others to solicit, or attempt to solicit any client or customer of CompuCom for whom, in the one (1) year immediately prior to my cessation of employment, I provided services to or contacted on behalf of CompuCom as a customer for the purpose of the sale of IT outsourcing services and/or IT-related computer products;
- c. for a period of one (1) year following the cessation of my employment with CompuCom, for any reason, I will not directly or indirectly, solicit, assist others to solicit, or attempt to solicit any potential client or potential customer of CompuCom for whom, in the one (1) year immediately prior to my cessation of employment, I had material contact or business dealings with on behalf of CompuCom for the purpose of the sale of IT outsourcing services and/or IT-related computer products;
- d. that for a period of one (1) year following the cessation of my employment, for any reason, I will not directly or indirectly solicit or attempt to solicit any CompuCom employee with whom I had contact with in the one (1) year immediately prior to my cessation of employment;
- e. that for a period of three (3) months following the cessation of my employment, for any reason, I will not without the written consent of CompuCom accept employment with any customer of CompuCom for whom I provided services during the course of my employment with CompuCom within the last twelve (12) months immediately prior to my cessation of employment with CompuCom.

In the event of any conflict between this section and the provisions of any sales compensation plan or bonus plan document, the language of the sales compensation or bonus plan document shall prevail.

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 personal advances, overpayments of wages/incentives made by CompuCom to me, overpayment of any benefits (including, but not limited to, Short Term Disability), past due credit card charges, or company property in my possession which is not returned in a timely manner, and any training costs for which I may be liable in accordance with any Training Reimbursement Agreement I sign) where and to the extent permitted by law.

Section 7. Injunctive Relief

I acknowledge and agree that damages may not be an adequate remedy to compensate CompuCom for any breach of my obligations under this agreement. Accordingly, I agree that in addition to any and all remedies available, CompuCom shall be entitled to obtain relief by way of temporary or permanent injunction to enforce the obligations contained in this agreement.

Section 8. 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. However, in the event that a court of competent jurisdiction decides a provision is unenforceable, such 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. The severed provision will also be considered as revised to the minimum amount necessary in order to be valid and enforceable.

Section 9. Binding Effect

This agreement and my obligations under it will survive the termination of my employment regardless of reason; and will be binding on my heirs, executors and administrators.

Section 10. Notification of Existence of Agreement

I understand and agree that I will not be employed or engaged in any capacity in any other business without the prior written permission of CompuCom. I further 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.

Section 11. Non-Waiver and Attorney’s 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. 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.

Section 12: Acknowledgement

I agree that:

- I have had sufficient time to review this agreement thoroughly;
- I have read and understood the terms of this agreement and my obligations hereunder;
- I have been given an opportunity to obtain legal advice concerning the interpretation and effect of this agreement; and
- I have received a fully executed copy of this agreement.

<p>EMPLOYEE</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Date: _____</p>	<p>COMPUCOM CANADA CO.</p> <p>By: Karen E. Rice</p> <p><i>Karen E Rice</i></p> <p>_____ Its: SVP Human Resources</p>
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