



## **CONFIDENTIALITY / NON-SOLICITATION AGREEMENT**

In consideration of my employment (or continued employment) by CompuCom Systems, Inc. (**Compucom** or the **Company**) and compensation or other moneys and benefits paid or to be paid to me by Compucom and the other mutual promises and representations of the parties made herein, I (the undersigned, **I** or **Employee**) and the Company agree as follows in this Confidentiality/Non-Solicitation Agreement (the **Agreement**) subject to the state-specific modifications that may apply as 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 in a position of trust 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. This provision does not preclude conduct protected by Section 7 of the NLRA such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for mutual aid and protection. 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 I acquire or gain access to in the course of my employment with the Company 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 may include, 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 developed by the Company (including applications, manuals and documentation); aggregate data stored in Company 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; negative 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. The definition of "Confidential Information" will be understood to exclude information voluntarily disclosed to the public by the Company (excluding unauthorized disclosures by me or others) and information that is otherwise available in the public domain through lawful means. This includes but is not limited to information obtained while on site at a customer location. Confidential Information shall be understood to include any and all Company trade secrets (as defined under applicable state or federal law), but an item need not be a trade secret to qualify as Confidential

Information. An item of Confidential Information will ordinarily constitute a trade secret under state or federal law if (a) it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (b) it is the subject of efforts that are reasonable under the circumstances (or under federal law, using reasonable measures) to maintain its secrecy. Confidential Information will not include terms and conditions of employment of Company employees except where it is information concerning other employees that has been entrusted to me as a supervisor or manager or otherwise entrusted to me as part of confidential job duties (such as human resource management, payroll, or benefits administration) (a "Confidential Role").

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 qualifies as Confidential Information. 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. Likewise, except to further the business interests of the Company, I will not upload, download, copy or transfer any Confidential Information to any electronic storage repository or device, and/or to any third party nor will I reverse engineer, disassemble or decompile, misappropriate or otherwise attempt to gain unauthorized access to any Confidential Information. 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 the post-employment restrictions involving Confidential Information set forth in this Section 3 to be enforceable, then the restrictions involving Confidential Information in this Section 3 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 or upon an earlier request from Compucom, I agree to promptly deliver to Compucom, and not keep copies of, any and all Confidential Information, other records 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, with the exception of wage and benefit related materials provided to me as an employee for my own use as an employee.

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 further agree that all electronic messages composed, sent, transmitted and received are and remain the property of the Company, as well as the voicemail system and all messages left on that system. 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. 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; Nevada Stat. § 600.500; New Jersey Rev. Stat. §34:1B-265; 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, Illinois 765ILCS1060/1-3, Employee Patent Act, or N.Y. LAB. LAW § 203-f, 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 Employees and 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. During my employment and 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 by assisting or directing others, knowingly recruit, solicit or otherwise cause or encourage any person who is employed by

Compucom (as an employee) and who I worked with while employed by Compucom (a **Covered Person**) to end his or her association with Compucom, nor will I help any person or entity in competition with the Company engage in such conduct (collectively the **Employee Non-Solicitation Obligations**). 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. This liquidated damage remedy covers only part of the damages caused by a violation. It is not a complete remedy and shall be in addition to and not in lieu of the issuance of injunctive relief to prevent further violations or secure specific performance. If I have any questions about my obligations under this Section, I will contact Compucom's Human Resources Department.

b. During my employment and 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 by assisting or directing 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 of my employment by Compucom (or such shorter period of time as I am employed)(said period being the **Look Back Period** and each said customer being a **Covered Customer**) 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 (collectively the **Customer Non-Solicitation Obligations**). "Business-relating dealings" is presumed present if I received commissions, bonuses, or other beneficial credit or attribution for business done with the customer or I participated in or supervised communications with the customer (but not merely a mass mailing or "cold call" telephone or email solicitation) that is intended to result in, lead to, maintain, increase, facilitate or otherwise aid the sale or provision of products or services sold by the Company. 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. The restrictions contained in Section 5 above are understood to be reasonably limited by geography to those locations, and counties, where the Covered Customer and Covered Person are present and available for solicitation. However, to the extent additional geographic limitations are required to make the restrictions enforceable, they shall be deemed limited to the Restricted Area. **Restricted Area** means any geographic area in which I provided services for Covered Customers, or had responsibilities for Covered Customers, at any time during the Look Back Period.

#### Section 6. Reimbursement

Unless prohibited by applicable law, 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 may cause Compucom irreparable harm, and that in event of a breach or threatened breach, in addition to any other remedies available at law or in

equity, Compucom will be entitled to seek specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement. 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 and not to exceed two years from the date my employment ended. 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: (i) opposing an event or conduct that Employee reasonably and in good faith believes is a violation of law, including criminal conduct, discrimination, harassment or other unlawful employment practices or of a recognized clear mandate of public policy (whether in the workplace or at a work-related event), or (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise), or (iii) reporting such an event or conduct 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 or local agency on human rights), or (iv) 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. Further, nothing in this Agreement shall prohibit any non-management, non-supervisory employees from engaging in protected concerted activity under §7 of the NLRA or similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to the employee in confidence by the Company as part of the employee's job duties. 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. Each of my obligations under this Agreement shall be considered a separate and severable obligation. In the event a court of competent jurisdiction or arbitrator 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), unless prohibited by law, the parties agree to reformation of the unenforceable restriction by the court or arbitrator so as to make it reasonable and enforceable within the jurisdiction covered by that court or arbitrator. In the event that such court or arbitrator 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 shall not be construed as part of or in conjunction with any other agreement signed on the same day or at the same time. 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, including without limitation, changes to my compensation, responsibilities, position or title; and will be binding on my heirs, executors and administrators. This Agreement shall automatically inure to the

benefit of Compucom and its owners, parents, subsidiaries, affiliates, successors and assigns, 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. If the Company must pursue legal action to secure my compliance with this Agreement and prevails, I will pay all reasonable attorneys' fees, costs and expenses incurred by the Company in enforcing this Agreement against them. 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. The Company shall be deemed the prevailing party if it is awarded any part of the legal or equitable relief it seeks, irrespective of whether some of the relief it seeks is denied or modified.

#### Section 12. Choice of Law

The laws of the state in which I last primarily resided when employed by Compucom shall apply to the interpretation of and disputes arising out of this Agreement. I acknowledge that portions of this Agreement may be modified or overridden by the laws of the state in which I am based for work, and that these modifications or overrides are set forth in Appendix A hereto, which constitutes part of the Agreement and which I have read and understand. **Under no circumstances will the non-solicit obligations in Section 5 apply in California.**

#### Section 13. Survival; Entire Agreement

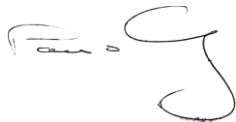
This Agreement will survive the expiration or termination of my employment with the Company and/or any assignee pursuant to Section 9 and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title. This instrument (including the state-specific modifications in the Appendix) contains the entire agreement between the parties with respect to the subject matter hereof, and shall not be construed as part of any other agreement with the Company signed on or about the same day. All representations, promises, and prior or contemporaneous understandings are merged into, and expressed in this instrument; however, should I be subject to a prior agreement with the Company containing confidentiality, nonsolicitation, and/or invention assignment provisions and this Agreement is found to be unenforceable, for any reason, then such prior agreement(s) shall remain in place and survive to afford

the Company the greatest protection allowed by law. Further, should Employee be subject to the Company's U.S. Loyalty and Confidentiality Agreement, the restrictive covenants in this Agreement shall supplement (rather than supersede) the covenants in such U.S. Loyalty and Confidentiality Agreement (**Other Covenants**), and the Other Covenants shall remain in full force and effect. This Agreement shall not be amended, modified, or supplemented without the written agreement of the parties at the time of such amendment, modification, or supplement and must be signed by an officer of the Company (unless such amendment, modification, or supplementation is by order of a court or arbitrator). The headings herein are for convenience only and shall not affect the terms of the Agreement.

The effective date of this Agreement shall be the date signed by me below unless this Agreement is entered into as a condition of initial employment or promotion in which case the effective date is the first day of my employment in such new position (whether reduced to writing on that date or not).

I, THE UNDERSIGNED EMPLOYEE, ACKNOWLEDGE THAT PRIOR TO EXECUTING THIS AGREEMENT, I RECEIVED A COPY OF THIS AGREEMENT, INCLUDING STATE-SPECIFIC MODIFICATIONS IN THE APPENDIX, IN ADVANCE OF THE DATE I WAS EXPECTED TO SIGN IT. I READ ALL THE PROVISIONS CONTAINED HEREIN, AND ALL QUESTIONS I HAD ABOUT THE AGREEMENT WERE ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I HAVE A RIGHT TO CONSULT WITH AN ATTORNEY AND ACKNOWLEDGE THAT I HAVE BEEN INSTRUCTED TO CONSULT WITH AN ATTORNEY AND PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

AGREED:

EMPLOYEE	COMPUCOM SYSTEMS, INC.
Signature: _____	By: Paul O. Gagnier
Printed Name: _____	
Date: _____	_____ Its: Senior Vice President

## APPENDIX A

The following shall apply to modify provisions of the Agreement, where applicable, based upon the controlling law in the state where I (Employee) primarily resided when last employed by the Company:

Alabama: If Alabama law controls, then the following applies to Employee: (a) the definition of Covered Person is modified so that it is further limited to employees in Sensitive Positions. An employee in a **Sensitive Position** refers to an employee of the Company 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 controls, then the following applies to Employee: (a) The Customer Non-Solicitation Obligations and the Employee Non-Solicitation Obligations in Section 5 shall not apply after my employment with the Company ends; (b) The definition of "Confidential Information" shall be further limited to information the Company has taken reasonable measures to keep confidential and that has commercial value to the Company; (c) In the event that Compucom is successful in securing any temporary, preliminary, and/or permanent injunctive relief, and/or an award of damages or other judicial relief against Employee in connection with any breach of this Agreement, Employee agrees that Compucom shall also be entitled to recover all remedies that may be awarded by a court of competent jurisdiction or arbitrator and any other legal or equitable relief allowed by law; and (d) Further, nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

Colorado: If Colorado law controls, then the following applies to Employee:

(a) Customer Non-Solicitation Obligations. If Employee does not earn an amount of annualized cash compensation equivalent to or greater than sixty-percent of the threshold amount for highly compensated workers, \$74,250 (or the earnings threshold in effect as adjusted annually after August 10, 2022, by the Colorado Division of Labor Standards and Statistics in the Department of Labor and Employment)("Customer Non-Solicitation Earnings Threshold"), then the Customer Non-Solicitation Obligations in Section 5(b) shall not apply after Employee's employment with the Company ends.

The definition of **Covered Customer** shall be modified to cover only those customers with respect to which Employee would have been provided trade secret information during the Look Back Period. Employee stipulates that the Customer Non-Solicitation Obligations in Section 5(b) are reasonable and necessary for the protection of trade secrets within the meaning § 8-2-113(2)(b) (the "Colorado Noncompete Act").

(b) Notice. Employee acknowledges that they received notice of the covenant not to compete and its terms before Employee accepted an offer of employment, or, if a current employee at the time Employee enters into this Agreement, at least fourteen (14) days before the earlier of the effective date of the Agreement or the effective date of any additional compensation or change in the terms or conditions of employment that provides consideration for the covenant not to compete.

(c) Limitations. In addition to the other forms of Protected Conduct, nothing in the Agreement prohibits disclosure of information that arises from the worker's general training, knowledge, skill, or experience, whether gained on the job or otherwise, information that is readily ascertainable to the public, or information that a worker otherwise has a right to disclose as legally protected conduct. Nothing in this Agreement or a Company policy limits or prevents a worker from disclosing information about workplace health and safety practices or hazards. Further, nothing in the Agreement shall be construed to prohibit Employee from disclosing or discussing (either orally or in writing) information about unlawful acts in the workplace, such as any alleged discriminatory or unfair employment practice.

District of Columbia: If Employee performs a majority of their work in the District of Columbia or is based in District in Columbia and does not perform the majority of their work in any other jurisdiction, then the Agreement will be modified as follows for so long as Employee performs the majority of their work in the District of Columbia or is based in District in Columbia and does not perform the majority of their work in any other



jurisdiction: Nothing in this Agreement or any Company policy restricts Employee from having additional employment or contract work in addition to their employment with the Company so long as the employment or work does not violate Employee's duty of loyalty or create a conflict of interest. Employee shall notify Company' Human Resources prior to accepting any such additional employment or contract work so Company may determine whether such employment violates or would likely violate this D.C. section of the Appendix.

Georgia: If Georgia law controls: the definition of Confidential Information will be understood to exclude information that is the result of independent development by others. Nothing in this Agreement, including the definition of Confidential Information, limits or alters the definition of what constitutes a trade secret under any federal or state law designed to protect trade secrets. Further, nothing in the Customer Non-Solicitation Obligations in Section 4 shall restrict Employee from accepting business from a Covered Customer so long as the Employee did not solicit, assist in soliciting, facilitate the solicitation of, provide, or offer to provide services to the Covered Customer (regardless of who first initiated contact) or use Confidential Information to encourage or induce the Covered Customer to withdraw, curtail or cancel its business with a Company or in any other manner modify or fail to enter into any actual or potential business relationship with a Company. Employee understands that the Employee Non-Solicitation Obligations in Section 5(a) are limited to the Restricted Area.

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. Further, if Illinois law controls, then:

(a) the Customer Non-Solicitation Obligations and Employee Non-Solicitation Obligations in Section 5 shall not apply if I earn equal or less than \$45,000 annually (Non-Solicit Earnings Threshold) (with the Non-Solicit Earnings Threshold increasing by \$2,500 every five years from January 1, 2027 through January 1, 2037);

(b) I further agree that if, at the time I sign the Agreement, my earnings do not meet the Non-Solicit Earnings Threshold, then the Customer Non-Solicitation Obligations and Employee Non-Solicitation Obligations in Section 5 will automatically become enforceable against me if and when I begin earning an amount equal to or greater than the Non-Solicit Earnings Threshold;

(c) I acknowledge I received a copy of the Agreement at least 14 calendar days before the effective date; and

(d) the last three sentences in Section 10 relating to attorneys' fees is rewritten as follows: "In the event that any action is filed to enforce the terms and conditions of this Agreement, the prevailing party in the action will recover from the non-prevailing party, in addition to any other sum that either party may be called upon to pay, a reasonable sum for the prevailing party's attorney's fees and costs. The Company shall be deemed the prevailing party if it is awarded any part of the legal or equitable relief it seeks, irrespective of whether some of the relief it seeks is denied or modified."

Indiana: If Indiana law controls, then the following applies to Employee: the definition of Covered Person shall be modified to be further limited to those employees who have access to or possess any Confidential Information that would give a competitor an unfair advantage.

Louisiana: If Louisiana law controls, then the following applies to Employee: the meaning of Restricted Area 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. Employee's Customer Non-Solicitation Obligations in Section 5 (b) shall be limited to the parishes and counties (or their equivalents) from the foregoing lists that fall within Employee's Restricted Area. Employee agrees that the foregoing provides Employee with adequate notice of the geographic scope of the restrictions contained in the Agreement by name of specific parish or parishes (and equivalents), municipality or municipalities, and/or parts thereof.

Minnesota: If Minnesota law controls and Employee is entering into this Agreement in connection with the start of Employee's employment with the Company, Employee acknowledges that Employee was provided with notice of this Agreement when offered employment and was aware that execution of an agreement with non-solicit restrictions was a requirement of employment when Employee accepted the Company's offer. If entering into this Agreement after the commencement of employment, Employee acknowledges Employee received independent consideration for the covenants in this Agreement and was aware that execution of an agreement with non-solicit restrictions was a requirement of employment before Employee accepted the additional consideration.

Missouri: If Missouri law controls, then the following applies to Employee: the definition of Covered Person will be modified to exclude from its definition any employee who provides only secretarial or clerical services.

Nebraska: If Nebraska law controls, 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 controls, then the following applies to Employee: the Customer Non-Solicitation Obligations do 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 controls, then the following applies to Employee: the definition of Covered Customer is modified to exclude from its definition 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. However, Employee agrees that after a period of two years from the effective date, Compucom will have invested sufficient time, financial support and effort in developing and serving any such client to support the application of the Customer Non-Solicitation Obligations to those customers. Accordingly, two years following the effective date of this Agreement, this modification shall not apply.

North Carolina: If North Carolina law controls, then the following applies to Employee: (a) the Look Back Period shall be calculated looking back two years from the date of enforcement and not from the date employment ends; and (b) the definition of Company shall include any parent, subsidiary, affiliate, successor and assign of Compucom to whom I provide services or about which I acquire Confidential Information.

North Dakota: If North Dakota law controls, then the following applies to Employee: the Customer Non-Solicitation Obligations shall not apply after my employment with the Company ends. 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 controls, then the following applies to Employee: the Customer Non-Solicitation Obligations are 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 law controls, then the following applies to Employee: The parties agree that the Customer Non-Solicitation Obligations and Employee Non-Solicitation Obligations are reasonably limited in nature and do not prohibit employment with a competing business in a non-competitive position. If Employee resides in Virginia and Employee's 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 Employee otherwise qualifies as a "low-wage employee" under the Virginia Act then nothing that constitutes a "covenant not to compete" as defined by the Virginia Act 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 controls, then the following applies to Employee:

(a) Unless Employee’s earning from Compucom in the prior year (or any portion thereof for which Employee was employed), when annualized, exceeds at least \$120,560 in Box 1 W-2 annual compensation, as adjusted annually for inflation by the Washington State Department of Labor & Industries (Earnings Threshold), after Employee’s employment with Compucom ends: (i) the Employee Non-Solicitation Obligations in Section 5(b) are modified to only prohibit solicitation by Employee of any Covered Person, to leave their employment with the Company, in accordance with the definition of a “Non-solicitation agreement” under the Washington Act (Rev. Code of Wash. (RCW) §§49.62.005 – 900; and (ii) the presumption regarding “solicit” shall not apply and the Customer Non-Solicitation Obligations in Section 5(a) are modified to only prohibit solicitation by Employee of any Covered Customer to cease or reduce the extent to which it is doing business with the Company, in accordance with the definition of a “Non-solicitation agreement” under the Washington Act (Rev. Code of Wash. (RCW) §§49.62.005 – 900;

(b) If, at the time Employee signs the Agreement, their earnings, when annualized, do not meet the Washington Earnings Threshold, then the modifications in Section (a) of the Washington section of this Appendix shall no longer apply and Section 5 of the Agreement will automatically become enforceable against Employee as originally drafted if and when Employee begins earning an amount that, when annualized, exceeds the Washington Earnings Threshold annually;

(c) Compucom further agrees that if Employee’s employment with Compucom is terminated as the result of a layoff, the modifications in Section (a) of the Washington section of this Appendix shall apply 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;

(d) 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;

(e) Nothing in this Agreement shall restrict Employee from having an additional job, supplementing their income by working for another employer, working as an independent contractor, or being self-employed if Employee does not earn at least twice the Washington minimum hourly wage, though Employee will still be subject to the common law duty of loyalty; and

(f) In addition to the other forms of Protected Conduct, nothing in the Agreement prohibits disclosure or discussion of conduct Employee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy.

Wisconsin: If Wisconsin law controls, then the following applies to Employee: the definition of Covered Person shall be modified to be further limited to those employees 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.