

Strictly Private and Confidential

September 8, 2020

From: David Toews

To:

Computacenter plc
Hatfield Business Park
Hatfield Avenue, Hatfield
AL10 9TW, United Kingdom
Attention: Tony Conophy

Dear Sirs/Madams:

Re: Support and Voting Agreement

The undersigned understands that Computacenter plc (“**Parent**”), 1264283 B.C. Ltd. (“**Purchaser**”) and Pivot Technology Solutions, Inc. (the “**Corporation**”) have entered into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) contemplating an arrangement (the “**Arrangement**”) of the Corporation pursuant to Section 182 of the *Business Corporations Act* (Ontario), the result of which, subject to the conditions set out in the Arrangement Agreement, shall be Parent’s direct or indirect acquisition of all the outstanding securities of the Corporation. The undersigned is the beneficial owner of 74,798 common shares, and the registered and beneficial owner of 100,000 options to acquire 100,000 common shares in the share capital of the Corporation and 16,393 restrictive stock units (collectively, the “**Subject Securities**”, which expression shall include any other securities of the Corporation directly or indirectly acquired by or issued to the undersigned, or in which the undersigned becomes interested or acquires the right to direct the exercise of the voting rights, after the date hereof (including without limitation any common shares issued upon the exercise of options to purchase common shares)).

This letter agreement shall terminate and be of no further force or effect upon the earliest of: (a) our mutual written agreement, (b) the termination of the Arrangement Agreement in accordance with its terms, (c) any amendment of the Arrangement Agreement to reduce the amount of or the form of the Consideration (as such term is defined in the Arrangement Agreement) without my prior written consent, (d) the Effective Time (as such term is defined in the Arrangement Agreement), and (e) the Outside Date (as such term is defined in the Arrangement Agreement).

The undersigned hereby irrevocably and unconditionally undertakes to you, from the date hereof until the earlier of the date of completion of the Arrangement and the date this letter agreement is terminated in accordance with its terms:

- (a) to vote or to cause to be voted all voting rights attaching to the Subject Securities in favour of the Arrangement and any other matter necessary or advisable for the consummation of the Arrangement or otherwise to promote the success thereof, at any meeting of shareholders of the Corporation held to consider it or any adjournment thereof (each a “**Meeting**”);
- (b) to vote or cause to be voted all voting rights attaching to the Subject Securities against any resolution proposed at any meeting of shareholders of the Corporation (including any adjournment thereof) which is in support of any alternative or competing proposal, relative to the Arrangement, or which might otherwise reasonably be expected to frustrate or impede the consummation of the Arrangement in accordance with the terms of the Arrangement Agreement;
- (c) at least five (5) days prior to the deadline for the delivery of proxies in relation to any Meeting, to deliver or to cause to be delivered to the Corporation (with a copy to you), a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement, or other similar arrangements to the extent the Subject Securities are held through a broker or other intermediary, and not to amend or revoke such proxy or proxies;
- (d) not to exercise any rights to dissent in connection with the Arrangement;
- (e) except in my capacity as director or officer to the extent permitted by the Arrangement Agreement (if applicable), not to intentionally take any action which may reasonably be expected to in any way adversely affect the success of the Arrangement;
- (f) except in my capacity as director or officer to the extent permitted by the Arrangement Agreement (if applicable), not to, directly or indirectly, (i) make or participate in or take any action that may reasonably be expected to result in an Acquisition Proposal (as such term is defined in the Arrangement Agreement), or (ii) engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (g) not to, directly or indirectly, sell, transfer, pledge, encumber, grant any option over, assign or otherwise dispose of, or agree to sell, transfer, pledge, encumber, grant any option over or assign any of the Subject Securities or any interest therein, without the prior written consent of Parent.

The undersigned hereby represents and warrants that:

- (a) the undersigned is the sole beneficial owner of the Subject Securities, with good and marketable title thereto free of any and all encumbrances and demands of any nature or kind whatsoever, and has the sole right to vote and sell (in the case of transferable Subject Securities) all of the Subject Securities;
- (b) except for the Arrangement Agreement, no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement

or option for the purchase, acquisition or transfer from the undersigned of any of the Subject Securities or any interest therein or right thereto; and

- (c) the only securities of the Corporation beneficially owned, directly or indirectly, by the undersigned on the date hereof are the Subject Securities.

If applicable, and notwithstanding any provisions of this letter agreement to the contrary, the undersigned shall not be limited or restricted in any way whatsoever in the exercise of the undersigned's fiduciary duties in the undersigned's capacity as a director and/or officer of the Corporation and/or its subsidiaries if permitted by, and done in compliance with, the terms of the Arrangement Agreement.

This letter agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This letter agreement may only be amended, supplemented or otherwise modified by written agreement signed by the parties hereto.

This letter agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this letter agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid binding agreement between the parties.

This letter agreement is entered into for the exclusive benefit of Parent, Purchaser and their successors or assigns. This letter agreement is expressly not intended for the benefit of any creditor of Parent or any other person, and no such other person shall have any rights under this undertaking or any agreement between the parties with respect thereto.

The provisions of this letter agreement will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to the undersigned, upon which this letter as so accepted shall constitute an agreement among us.

[Remainder of page intentionally left blank. Signature page follows.]

Yours truly,

(signed) "David Toews"

DAVID TOEWS

Accepted and agreed on this 8th day of September, 2020.

COMPUTACENTER PLC

(signed) "Francis Anthony Conophy"

Francis Anthony Conophy
Authorized Signatory

[Signature Page - Voting Support Agreement (David Toews)]