

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 26, 2023

DecisionPoint Systems, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-41376
(Commission
File Number)

37-1644635
(I.R.S. Employer
Identification No.)

DecisionPoint Systems, Inc.
1625 South Congress Avenue, Suite 103
Delray Beach, Florida

(Address of principal executive offices)

33445
(Zip Code)

Registrant's telephone number, including area code: (561) 900-3723
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---------------------------------|----------------------|--|
| Common Stock, \$0.001 par value | DPSI | NYSE American |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 20, 2023, the Board of Directors of Decision Point Systems, Inc. (the "Company") approved the appointment of Melinda Wohl as the Chief Financial Officer of the Company. Ms. Wohl will continue to serve as the Company's principal financial officer and principal accounting officer.

On the same date, the Company also entered into an employment agreement with Ms. Wohl (the "CFO Employment Agreement"). A summary of the material terms of the CFO Employment Agreement is set forth below, and is qualified in its entirety by reference to such agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Term: The CFO Employment Agreement is for an initial term commencing July 20, 2023 and ending on December 31, 2025 unless the Company and Ms. Wohl mutually agree to additional one year extensions, or it is otherwise terminated pursuant to the terms of the CFO Employment Agreement. Ms. Wohl is an at-will employee and either party may terminate Ms. Wohl's employment and the agreement at any time, for cause or other than for cause, pursuant to the terms of the CFO Employment Agreement.

Compensation: Ms. Wohl will receive an annual base salary of \$250,000 (the "Base Salary") and is eligible for an annual bonus (the "Annual Bonus"). Initially, Ms. Wohl will be eligible to receive an Annual Bonus equal to the lower of (i) 20% of the Base Salary or (ii) \$50,000 based on the achievement of (i) a gross revenue target, (ii) and adjusted EBITDA target and (iii) the growth of the Company's services revenue. In future years, the Company's Board of Directors or a committee thereof will set the relevant targets to receive an annual bonus.

Severance; Equity Acceleration: Upon a termination of Ms. Wohl's employment by the Company other than for cause, or her resignation for good reason (each, a "Non-Change in Control Termination"), subject to the execution and non-revocation of a general release and compliance with the restrictive covenants described below, Ms. Wohl will be entitled to (i) accrued obligations including any equity incentive awards which have vested through the termination date and (ii) eight (8) months of Base Salary (the "Severance Payment"). If the Non-Change in Control Termination occurs within one year after a Change of Control (as defined in the CFO Employment Agreement), the Severance Payment will be 12 months of Base Salary and unvested equity incentive awards will vest as of the date of termination.

Restrictive Covenants: During the Term, Ms. Wohl is bound by a covenant not to own equity, or become employed or otherwise associated with the Company's vendors, distributors, channel partners and/or investors ("Commercial Partner"), certain former Commercial Partners, or certain prospects from whom the Company solicited business in the year prior to date of determination and in which Ms. Wohl was involved with such solicitation and/or received confidential information ("Prospects"). During the Term and 12 months thereafter, Ms. Wohl is bound by a (i) covenant not to utilize confidential information to solicit, render services to, or accept business from any Commercial Partner, certain former Commercial Partners, or Prospects (ii) covenant not to utilize confidential information to solicit or hire the Company's employees and (iii) covenant not induce such employees, or the Company's subcontractors or vendors, to change their relationship with the Company. In addition, Ms. Wohl has agreed not to use or disclose any confidential information of the Company, subject to customary exceptions, during the Term and five (5) years thereafter.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Below is a list of exhibits included with this Current Report on Form 8-K.

| Exhibit No. | Document |
|--------------------|---|
| 99.1 | Employment Agreement with Melinda Wohl, dated July 20, 2023 |
| 104 | Cover Page Interactive Data File (embedded within Inline XBRL document). |

SIGNATURES

Pursuant to the requirements of the Exchange Act, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 26, 2023

DecisionPoint Systems, Inc.

By: /s/ Melinda Wohl
Name: Melinda Wohl
Title: Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is dated and is effective as of July 20, 2023 (the "Effective Date") by and between DecisionPoint Systems, Inc., a company organized under the laws of the State of Delaware (the "Company") and Melinda Wohl (the "Executive").

WHEREAS, as of the Effective Date, the Company desires to employ the Executive and the Executive desires to accept such employment on the terms and conditions contained herein; and,

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term of Employment.

Subject to the provisions of **Section 5** of this Agreement, the Executive shall be employed by the Company for a period commencing on the Effective Date and ending December 31, 2025 (the "Initial Term"), unless the Company and Executive mutually agree in writing to extend the employment period for additional one-year extensions (each a "Renewal Term") and with the entire period of employment collectively being the "Term"), or unless terminated sooner pursuant to the terms of this Agreement.

2. Position.

(a) **Duties.** The principal duties of the Executive shall be to serve in the position of Chief Financial Officer, with the authority, duties and responsibilities assigned to the Executive by the Chief Executive Office ("CEO"), to whom Executive shall report, and Company's Board of Directors (the "Board"). As Chief Financial Officer, the Executive shall render full time services to the Company as the principal financial officer of the Company and bear primary responsibility for planning, organizing, staffing and operating the Company's finance and accounting personnel consistent with its business objectives as set by, and subject to the direction and control of, the CEO and Board. Responsibilities will include duties as would be consistent and normally associated with Chief Financial Officers in corporations of similar size and nature to the Company, and to render such other services as are reasonably necessary or desirable to protect and advance the best interests of the Company. Executive shall primarily perform her duties from an office location in Laguna Hills, California.

(b) **Devotion of Time to Company's Business.** The Executive shall use Executive's best efforts, skills, and abilities to promote and protect the interests of the Company and devote substantially all of Executive's working time and energies to the business and affairs of the Company. Notwithstanding anything to the contrary contained herein, the Executive (i) may serve on the board(s) of additional companies or organizations and receive compensation for such services rendered and (ii) may engage in charitable, civic, fraternal, professional and trade association activities, provided that in each such case the activities engaged in by the Executive do not create a conflict of interest, materially interfere with Executive's primary obligations to the Company and do not materially reduce the amount of Executive's working time devoted to the business and affairs of the Company.

(c) **Company Rules, Policies and Regulations.** The Executive shall, at all times, conduct herself in a professional manner and adhere to the standards, ethical obligations, rules, policies, regulations and procedures of the Company which are presently in force, or which may be established from time to time by the Company. Executive shall take no intentional action that violates any law, rule or regulation whatsoever while acting in Executive's capacity as employee.

3. Compensation and Benefits.

(a) **Base Salary.** The Company shall pay Executive an initial annualized gross salary of \$250,000 (the "Base Salary") which shall be payable in accordance with the standard payroll practices of the Company (subject to such withholdings and other customary deductions as may be required by law) for her services pursuant to this Agreement. The Base Salary may be evaluated and adjusted by the Board and its Compensation Committee; provided that the Company will not decrease Executive's Base Salary except where such decrease is made in connection with an across-the-board salary reduction affecting similarly situated executives of the Company. Any such adjustment shall then be the Base Salary for purposes of this Agreement.

(b) **Additional Compensation.** The Executive shall be eligible to receive an annual bonus for each calendar year during the Employment Term (the "Annual Bonus") and, together with the Base Salary, the "Annual Compensation"). For the first year of the Term, the Annual Bonus shall be determined as set forth on Exhibit A attached hereto and made a part hereof. The Annual Bonus for each year of the Term following the first year will be based on achieving performance targets to be mutually agreed upon by the Company and the Executive. The Board may, in its sole discretion, increase the amount paid as a bonus and may provide additional incentives to Executive as the Board deems appropriate. The Annual Bonus shall be structured and/or paid in a manner that is either not subject to, or complies with, the requirements of Section 409A ("Section 409A") of the Internal Revenue Code of 1986, as amended ("Code").

(c) **Stock Options and Restricted Stock.** During the Employment Term, Executive shall be considered, no less than annually, for an additional award of options to purchase DPSI common stock ("Stock Options") and/or restricted stock ("RS") by the Board and its Compensation Committee in accordance with the 2014 Amended Equity Plan, along with terms and conditions as may be set forth in any applicable award agreement. Such award of Stock Options or RS, if any, shall be determined by the Board, consistent with the 2014 Amended Equity Plan. If awarded, Executive agrees that any award of such stock options or RS shall be subject to the terms of the 2014 Amended Equity Plan and her execution of any applicable award agreement as provided by DPSI, along with her execution of any other required documents evidencing such an award, as may be required of other executives at her level of authority.

(d) **Withholding.** All salaries, bonuses and other benefits payable to the Executive shall be subject to payroll and withholding taxes as may be required by law.

4. Employee Benefits; Business Expenses.

(a) **Employee Benefits.** During the Term, the Executive and Executive's dependents shall be entitled to participate in the Company's healthcare plans, welfare benefit plans, fringe benefit plans and any qualified or non-qualified retirement plans as in effect from time to time (collectively, the "Employee Benefits"), on the same basis as those benefits are made available to the other senior executives of the Company, in accordance with the Company policy as in effect from time to time and in accordance with the terms of the applicable plan documents (if any). The Company reserves the right to cancel, amend, and/or change the benefit plans or programs it offers to its employees at any time.

(b) Vacation; Perquisites. The Executive shall be entitled to four (4) weeks of paid vacation per calendar year, which amount shall be prorated for the first year of employment. During the Term, the Executive shall be entitled to receive such perquisites as are made available to other senior executives of the Company in accordance with Company policies as in effect from time to time.

(c) Expenses. The Executive shall be entitled to reimbursement for reasonable and necessary business expenses incurred by Executive in the performance of Executive's duties and responsibilities hereunder, in accordance with the Company's reimbursement and expenses policies, as in effect from time to time.

5. Termination.

(a) Definitions. For purposes of this Agreement:

"Cause" shall mean one or more of the following: (i) the Executive's commission of any material act that constitutes fraud, embezzlement or misappropriation of assets directed at the Company or any of its affiliates; (ii) the Executive's material breach of any fiduciary duty owed to the Company or any of its affiliates; (iii) the Executive's indictment or conviction of, or plea of guilty or nolo contendere to, a crime; (iv) the Executive's material breach of this Agreement, or a material violation by the Executive of any of the Company's written policies applicable to the Executive from time to time in effect; (v) the Executive's willful or gross neglect of the Executive's duties under this Agreement, including, but not limited to, the Executive's intentional or material failure to perform reasonably assigned duties by the CEO and/or the Board that are consistent with the Executive's positions as the CFO; (vi) any intentional act or failure to act by the Executive that injures or would reasonably be expected to injure (monetarily or otherwise), in any material respect, the reputation, the business or a business relationship of the Company or any of its affiliates; or (vii) drug and/or alcohol use that materially impairs Executive's ability to perform Executive's job duties. Notwithstanding the foregoing, in any instance reasonably capable of cure, Cause will not exist unless the Company first provides Executive with fourteen (14) days' prior written notice, and Executive fails to cure the identified deficiencies to the Company's reasonable satisfaction within that period; provided, however, that once the Company has given Executive notice and opportunity to cure in accordance with this subsection, if Executive subsequently violates this subsection in a comparable manner, Company may, in its sole discretion, terminate Executive's employment without providing Executive an additional opportunity to cure. The Parties further agree that conduct falling under provisions (i), (iii) and (vi) is not reasonably capable of cure.

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"Change of Control" means (i) the consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, of fifty percent (50%) or more of the combined voting power of the continuing or surviving entity's securities outstanding immediately after such merger, consolidation, or other reorganization is owned by persons who were not shareholders of the Company immediately prior to such merger, consolidation, or other reorganization; (ii) a change in ownership or control of the Company after the date hereof, effected through the direct or indirect acquisition by any person or related group of persons of securities possessing more than 50% of the total combined voting power of the Company's outstanding securities; (iii) the sale, transfer or other disposition of all or substantially all of the Company's assets; or (iv) the liquidation or dissolution of the Company (other than liquidation or dissolution occurring upon a merger or dissolution thereof).

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to occur if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

"Date of Termination" shall mean the date the Notice of Termination is given to the respective party; provided, however, that with respect to a termination for Cause by the Company, the Date of Termination shall not occur prior to the expiration of any applicable cure period.

"Disability" shall mean the Executive has become physically or mentally incapacitated and is therefore unable, or reasonable anticipated to be unable, to perform the essential functions of Executive's job for a period of twelve (12) weeks or more during any rolling twelve (12) month period. If there is disagreement as to whether Executive is reasonably anticipated to have a Disability as defined herein, such dispute shall be resolved in a written opinion provided by a qualified independent physician mutually acceptable to the Executive (or Executive's legal representative) and the Company. If the Executive (or Executive's legal representative) and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of whether the Executive has a Disability, as made in writing to the Company and the Executive by such physician(s), shall be final and conclusive for all purposes of this Agreement.

"Good Reason" shall mean one of the following circumstances or conditions, in each case without the consent of the Executive, after which the Executive resigns within six months following the initial existence of the circumstance or condition: (i) any action or inaction that constitutes a material breach by the Company of this Agreement; (ii) a material reduction of the duties, responsibilities or authority of the Executive; or (iii) a Change of Control, but only if the Executive's resignation occurs within twelve (12) months after the occurrence of such Change of Control; provided, that with respect to (i), above, the Company shall have a thirty (30) day cure period following notice thereof from Executive to the Company provided within ninety (90) days of the Executive becoming aware of the existence of the circumstance or condition.

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"Non-Renewal" shall mean termination of the Agreement because it was not renewed by the Parties prior to the conclusion of the Initial Term or the then applicable Renewal Term.

"Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated, and shall be communicated in writing, to the other party hereto in accordance with the provisions of Section 10(f) hereof.

(b) By the Company for Cause.

(i) This Agreement and the Executive's employment hereunder may be terminated by the Company for Cause, immediately upon the delivery of a Notice of Termination by the Company to the Executive (except where the Executive is entitled to a cure period, in which case such Date of Termination shall be upon the expiration of such cure period if such matter constituting Cause is not cured) and shall terminate automatically upon the Executive's resignation (other than for Good Reason or due to the Executive's death or Disability).

(ii) If the Executive's employment is terminated by the Company for Cause, if the Executive Resigns other than for Good Reason, or if the Agreement is terminated due to Non-Renewal, the Executive shall be entitled to receive (collectively the "Accrued Compensation"):

(A) any earned but unpaid Base Salary, accrued but unused vacation, any fully vested equity earned through the Date of Termination; and

(B) reimbursement for any unreimbursed business expenses incurred by the Executive in accordance with the Company's policy prior to the Date of Termination (with such reimbursements to be paid promptly after the Executive provides the Company with the necessary documentation of such expenses to the extent

required by such policy but in no event later than the end of the second calendar month following the Date of Termination).

Following the Executive's termination of employment by the Company for Cause, resignation other than for Good Reason, or termination due to Non-Renewal, except as set forth above or as required by applicable law or the terms of any applicable Company benefit plan, the Executive shall have no further rights to any compensation or any other benefits or perquisites under this Agreement and *all* unvested options or restricted stock- grant awards or any other equity awards shall immediately be cancelled without the need for any action by the Company.

(c) By the Company Other Than for Cause or by the Executive for Good Reason.

(i) The Term and the Executive's employment hereunder may be terminated by the Company other than for Cause, immediately upon the delivery of a Notice of Termination by the Company to the Executive, and shall terminate automatically and immediately upon the Executive's resignation for Good Reason at the end of any applicable cure period if the circumstances giving rise to Good Reason are not cured or, if Executive resigns without Good Reason, on the thirtieth (30th) day following receipt by the Company of Executive's written notice of resignation.

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(ii) If the Executive's employment is terminated by the Company during the Term other than for Cause, or if the Executive resigns during the Term for Good Reason, the Company shall, in addition to the Accrued Compensation, pay Executive an additional amount equal to eight (8) months of Base Salary (the "Severance Payment").

(iii) In the event the Executive is terminated by the Company without Cause or Executive resigns for Good Reason, in each case, within one year after a Change of Control then the Severance Payment will be increased to twelve months, and any then unvested stock options, restricted stock grants or other equity incentive awards shall be fully vested as of the Date of Termination.

Following the Executive's termination of employment by the Company other than for Cause or Executive's resignation, except as set forth above or as required by applicable law, the Executive shall have no further rights to any compensation or any other benefits under this Agreement. Notwithstanding the foregoing, in order to be eligible for any portion of the severance benefits provided under this Section 5(c), the Executive must execute, deliver to the Company, and not revoke a separation agreement including a full general release of claims in a form and substance reasonably satisfactory to the Company and the Executive. If any of the payments to be made under this Section 5(c) are otherwise subject to Section 409A, they shall be made, or commence to be made, on the first pay period following the date that is thirty (30) days after the Executive's employment terminates. If none of the payments are otherwise subject to Section 409A, they shall be made on the first regularly scheduled payroll date that is at least five (5) business days after the release becomes effective.

(d) Death or Disability. The Executive's employment hereunder shall terminate upon the Executive's death and may be terminated by the Company, within ten (10) days after the delivery of a Notice of Termination by the Company to the Executive (or Executive's legal representative) in the event of the Executive's Disability. Upon termination of the Executive's employment hereunder for either Disability or death, the Executive (or Executive's estate) shall be entitled to receive the same payments and other items as set forth in clause (ii) of Section 5(b) hereof, except that Executive (in case of Disability) or the estate (in the event of death) shall have the right to exercise any unexercised and vested options for a period of 90 days, and, in addition, to receive payment for accrued but unpaid vacation time, if any. Following the Executive's termination of employment due to death or Disability, except as set forth herein or as required by applicable law, the Executive (and Executive's estate) shall have no further rights to any compensation or any other benefits under this Agreement.

6. Restrictive Covenants.

(a) Definitions.

(i) "**Competitive Activity**" means any competitive business activity related to the Company Business.

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(ii) "**Confidential Information**" means confidential information (including compilations of information and/or data) that is generated by, or utilized in the operations of, the Company, and has economic value to the Company, either actual or potential, from not being generally known, readily available, and/or ascertainable to others outside of the Company. Provided that the foregoing criteria are met, Confidential Information includes, but is not limited to: the Company's pricing information and cost data; research and development plans or projects, data and reports; proprietary computer materials such as programs, instructions, source and object code; formulas; inventions, developments, and discoveries; product testing information; data compilations, development databases; business improvements; business plans (whether pursued or not); budgets; unpublished financial statements; licenses; information regarding the skills and compensation of employees of the Company; the protected health information of individuals, including employees of the Company; the identities of the Company Customers and potential customers; the identities of contact persons at Customers; the particular preferences, likes, dislikes and needs of Company Customers and Company Customer contact persons; sales terms or service plans; strategies, forecasts, know-how, and other marketing techniques; and the identities of the Company's suppliers and contractors, and all information about those supplier and contractor relationships such as contact person(s), pricing and other terms. For the purposes of this Agreement, a potential customer is a person or entity to whom a presentation or proposal or other contact for the purpose of soliciting business was made by Employee within the one (1) year period preceding Employee's termination of employment. existing and potential customer lists; trade secrets (as defined under applicable state law); pricing, financial, corporate, and personnel information; customer data; methods of operation; business plans; techniques, prototypes, sketches, drawings, models, inventions, know-how, processes, apparatus, software programs, computer codes, source codes, equipment, algorithms, source documents, formulae, methods, data, descriptions relating to current, future, and proposed products and services, information concerning research, experimental work, development, specifications, engineering, procurement requirements, purchasing, agents and suppliers, business forecasts, marketing plans and information received from third parties (including customers) that is subject to a duty on Executive's part to maintain its confidentiality. Confidential Information does not include information that is generally known to the public, provided it is generally known to the public other than as a result of disclosure of such information by Executive in violation of this Agreement; information that was in the possession of Executive prior to the time of disclosure by the Company; and information that Executive properly receives from a third party.

(iii) "**Commercial Partner**" means the Company's vendors, distributors, channel partners, capital partners and/or investors; provided that, on the date of the termination of Executive's employment with the Company, Commercial Partner shall mean those third party persons and entities with whom Executive interacted on behalf of the Company during the Lookback Period.

(iv) "**Company Business**" means the provision of products and services related to (i) the provision of real-time asset management and tracking; (ii) IT products and consulting; (iii) enterprise mobility services; (iv) managed network services; (v) IT lifecycle management; and (vi) IT management; provided that, on the Company Business shall include any products and services provided by the Company during the Lookback Period.

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(v) **“Former Employee”** means any person who has been employed or engaged as an independent contractor by the Company during the Lookback Period.

(vi) **“Former Commercial Partner”** means each third-party person or entity who is not currently a Commercial Partner but was a Commercial Partner during the Lookback Period.

(vii) **“Lookback Period”** means the one (1) year period immediately preceding the date on which the definition in question is being determined.

(viii) **“Prospect”** means each person or entity who is not a Commercial Partner, and in relation to which, at any time during the Lookback Period, the Company, whether through its employees, contractors or vendors, delivered a presentation or proposal or had other material contact for the purpose of soliciting business in relation to which Executive was involved and/or received Confidential Information during the Lookback Period.

(b) Non-Solicitation and Non-Piracy. Provided that the Company is, and remains, in compliance with its obligations under this Agreement, by whatever means and for whatever reason, Executive shall not, directly, or indirectly, individually, or jointly with others, for the benefit of Executive or any third party:

(i) For the term of Executive’s employment, whether under this Agreement or otherwise, have any equity or other ownership interest in, or become a director or manager of, or be otherwise associated with, or engaged or employed by, any Commercial Partner, Prospect or Former Commercial Partner or their subsidiary or parent entities or affiliates in any job or career that relates to or concerns any activity substantially similar, in whole or in part, to the Company Business;

(ii) During the Term and for a period of one (1) year after the Date of Termination (the **“Restricted Period”**), utilize Confidential Information to solicit, render services to, or accept business from any Commercial Partner, Prospect or Former Commercial Partner or any of their subsidiary or parent entities or affiliates for any business activity that relates to the Company Business; and

(iii) during the Restricted Period, utilize Confidential Information to solicit, hire, compensate or engage as an employee, agent, contractor, shareholder, member, joint ventures or consultant, whether or not for consideration, any of the Company’s employees or otherwise induce any of the Company’s employees, subcontractors or vendors to change their relationship with the Company.

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(c) Confidentiality. During the term and for a period of five (5) years after the Date of Termination, Executive shall not: (i) disclose any Confidential Information; or (ii) directly or indirectly give or permit any person or entity to have access to any Confidential Information; or (iii) make any use, commercial or otherwise, of any Confidential Information, except, solely as reasonably required to perform Executive’s employment duties with the Company and solely for the benefit of the Company; provided that to the extent such Confidential Information constitutes a trade secret under applicable law, Executive shall comply with this provision for so long as such Confidential Information remains a trade secret. Notwithstanding the forgoing, Executive shall not be held criminally or civilly liable under any U.S. Federal or State trade secret law for the disclosure of a trade secret that is made (a)(i) in confidence to a U.S. Federal, State or local government official, either directly or indirectly, or to an attorney; and (ii) 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. If Executive files a lawsuit against the Company for retaliation by the Company for reporting by Executive of a suspected violation of law, Executive may disclose the trade secret to Executive’s attorney and use the trade secret information in the court proceeding, if Executive (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to conflict with 18 U.S.C. §1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. §1833(b). Further, nothing in this Agreement shall prevent or in any way limit Executive from reporting possible violations of federal or state law to a governmental agency (including, but not limited to the Securities and Exchange Commission, the Department of Labor, the Equal Employment Opportunity Commission, National Labor Relations Board, or any other appropriate governmental authority), communicating with such agency or participating in any proceeding before a governmental agency as provided for, protected under or warranted by applicable law, or from providing truthful testimony pursuant to a legally-issued subpoena. Where allowed by applicable law, the Executive shall provide the Company with written notice of any request to so cooperate or provide testimony within one day of being requested to do so, along with a copy of any such request.

(d) Restrictive Covenants Scope. The parties acknowledge that the provisions of this section are necessary and reasonable to protect the legitimate business interest of the Company and any violation of the provisions of this section will result in irreparable injury to the Company, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such violation would not be reasonable or adequate compensation to the Company for such violation. Accordingly, Executive agrees that if the provisions of this section are violated, in addition to any other remedy which may be available in equity or at law, the Company shall be entitled to specific performance and injunctive relief, without the necessity of proving actual damages or posting bond or other security.

(e) Tolling of Restriction Period. In the event of Executive’s breach of one or more of the provisions of *this* section, the running of the Restriction Period shall be tolled during the continuation of such breach(es) and recommence only upon Executive’s full and complete compliance with the provisions of this Section 6.

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(f) Judicial Modification. It is the intent of the parties that this Agreement be fully enforced to the greatest extent allowable under applicable law. Therefore, whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event any section, provision or clause of this Agreement (each a **“Provision”**) is determined not to comply with applicable law, a court is hereby empowered to reform, reclassify, blue-pencil, or substitute any provision in this Agreement to cause such Provisions to comply with applicable law. Furthermore, if, at the time of enforcement of any Provision of Agreement is determined by a court to be unreasonable or unenforceable under circumstances then existing, the Company and Executive agree that the court is authorized to modify the agreement. The parties further agree that the court shall be permitted to substitute the maximum period, scope, or geographical area reasonable or permissible under such circumstances for the stated period, scope, or area. The parties agree that if any Provision cannot be so modified, such Provision shall be severable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

7. Works for Hire and Intellectual Property. Executive acknowledges and agrees that: (a) all Work Product (as defined below) shall be deemed a work for hire; and (b) she hereby assigns all of her intellectual property and other rights in all Work Product to the Company. All right, title, and interest in and to, and the right to pursue protection for, Work Product shall vest solely with the Company. Upon request by the Company, Executive shall use reasonable efforts, at no additional expense, to assist the Company in securing any intellectual property protection for Work Product and shall execute all documents reasonably necessary to effect an assignment as contemplated herein. No license is granted to Executive in, to or under any Work Product or other intellectual property (including, but not limited to, patents, trade secrets, copyrighted materials and trademarks) owned, licensed or otherwise assertable by Executive by express or implied grant, estoppel or otherwise, except for a limited right to use any such intellectual property solely in the performance of Executive’s employment duties and solely for the benefit of the Company. All benefits from the use of any such intellectual property, including Work Product, shall inure solely to the Company. **“Work Product”** means all tangible or intangible works: (X) (1) created, produced or modified during and in connection with Executive’s employment by the Company; or (2) which are related to, or that can be utilized in, the Company Business; and (Y) that could qualify as the

subject matter of a copyright, patent, trade secret or any other form of intellectual property; and shall include, without limitation, all work produced by or for the benefit of the Company, any Company Affiliate, Commercial Partners, Former Commercial Partners and Prospects.

8. Company Property. Executive agrees that, upon termination or request, Employee will return all property in Executive's possession, custody or control belonging to the Company and/or any Commercial Partner, including, but not limited to, the originals and copies of (i) all Confidential Information, documents, financial records, business records, customer, client and prospect lists and referrals, vendor and supplier lists and referrals, files, manuals, notes, memoranda, emails, letters, business cards, forms, databases, CDs, flash drives, programs, computer records and data storage, notebooks and other repositories of information created, used or acquired by Executive during the course of Executive's employment, including all copies thereof kept at home or any other location, whether prepared by Executive or others; (ii) all property, including any business materials, mobile phones, computer and/or other equipment of any kind, belonging to the Company; and (iii) any and all other Company-provided equipment including office keys and access cards, and any other business-related materials or property; it being hereby acknowledged that all of said items are the sole and exclusive property of the Company. Executive shall not delete, remove, wipe or otherwise alter any data stored on Company-provided electronic devices prior to returning them to the Company. All electronic copies of any materials otherwise required to be returned pursuant to this provision stored on a device, server or other location not belonging to the Company or otherwise capable of being delivered to the Company shall be identified by Executive, who shall deliver copies of such materials to the Company and thereafter permanently destroy any and all such electronic copies under Executive's possession or control, and all physical property shall be returned to the Company at its expense via FedEx, UPS, or personal delivery within seven (7) business days after the termination or request.

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9. Miscellaneous.

(a) Governing Law; Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without reference to principles of conflicts of laws. Any legal proceedings commenced hereunder shall be brought exclusively in the federal courts or in the state courts in the State of California. Each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts.

(b) Entire Agreement; Amendments. This Agreement sets forth the entire understanding of the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein. The publication, amendment, supplementation, or replacement of an employee handbook by the Company shall not be deemed to alter, amend, or modify the terms and conditions of this Agreement. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by the party to be charged. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(c) No Waiver. No waiver of any of the provisions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or be construed as a further, continuing, or subsequent waiver of any such provision or as a waiver of any other provision of this Agreement. No failure to exercise and no delay in exercising any right, remedy or power hereunder will preclude any other or further exercise of any other right, remedy or power provided herein or by law or in equity.

(d) Severability. If any term or provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid, shall both be unaffected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) Assignment. This Agreement, and all of the Executive's rights and duties hereunder, shall not be assignable or delegable by the Executive; *provided, however*, that if the Executive shall die, all amounts then payable to the Executive hereunder shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee or other designee or, if there be no such devisee, legatee or designee, to her estate. The Company and its successors and assigns may, at any time and from time to time, assign its rights and obligations under this Agreement, including, without limitation, the rights arising pursuant to sections 6, 7 and 8, without Executive's consent to a buyer of all or substantially all of the assets, or a majority of the voting stock, of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such assignee or successor person or entity.

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(f) Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or by nationally recognized courier service addressed to the respective addresses set forth below in this Agreement or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

DecisionPoint Systems, Inc.
Attn: Steve Smith, CEO
1615 South Congress Avenue
Suite 103
Delray Beach, Florida 33445

If to the Executive:

Melinda Wohl
at the most recent address of the Executive set forth in the personnel records of the Company.

(g) Prior Agreements. This Agreement supersedes all prior agreements and understandings (including oral agreements) between the Executive and the Company regarding the terms and conditions of the Executive's employment with the Company.

(h) Cooperation. The Executive shall provide her reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during the Executive's employment hereunder, but only to the extent the Company requests such cooperation with reasonable advance notice to the Executive and in respect of such periods of time as shall not unreasonably interfere with the Executive's ability to perform her duties with any subsequent employer; provided, however, the Company shall pay any reasonable travel, lodging and related expenses that the Executive may incur in connection with providing all such cooperation, to the extent allowed under applicable law and approved by the Company prior to incurring such expenses.

(i) Execution and Counterparts. This Agreement may be executed in one or more counterparts, including by portable document format (.pdf), or by any electronic signature complying with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.*, as amended (the "ESIGN Act") for the convenience of the Parties hereto, each of which will be deemed an original and all of which, when taken together, will constitute one and the same agreement. No Party hereto will raise the use of

(j) **Survival.** Sections 6, 7, 8 and 9 shall survive the termination, cancellation, or expiration of this Agreement by whatever means for whatever reason.

(k) **Section 409A.**

(i) The parties intend that the payments and benefits provided for in this Agreement either be exempt from Section 409A or be provided in a manner that complies with Section 409A and any ambiguity herein shall be interpreted so as to be consistent with the intent of this paragraph. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Executive by Section 409A or damages for failing to comply with Section 409A. Notwithstanding anything contained herein to the contrary, all payments and benefits which are payable upon a termination of employment hereunder shall be paid or provided only upon those terminations of employment that constitute a "separation from service" from the Company within the meaning of Section 409A (determined after applying the presumptions set forth in Treas. Reg. Section 1.409A-1(h)(1)). Further, if the Executive is a "specified employee" as such term is defined under Section 409A at the time of a termination of employment and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated recognition of income or additional tax under Section 409A, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in payments or benefits ultimately paid or provided to the Executive) until the date that is at least six (6) months following the Executive's termination of employment with the Company (or the earliest date permitted under Section 409A, e.g., immediately upon the Executive's death), whereupon the Company will promptly pay the Executive a lump-sum amount equal to the cumulative amounts that would have otherwise been previously paid to the Executive under this Agreement during the period in which such payments or benefits were deferred. Thereafter, payments will resume in accordance with this Agreement.

(ii) Notwithstanding anything to the contrary in this Agreement, in-kind benefits and reimbursements provided hereunder during any calendar year shall not affect in kind benefits or reimbursements to be provided in any other calendar year, other than an arrangement providing for the reimbursement of medical expenses referred to in Section 105(b) of the Code and are not subject to liquidation or exchange for another benefit. Notwithstanding anything to the contrary in this Agreement, reimbursement requests must be timely submitted by the Executive and, if timely submitted, reimbursement payments shall be promptly made to the Executive following such submission, but in no event later than December 31st of the calendar year following the calendar year in which the expense was incurred. In no event shall the Executive be entitled to any reimbursement payments after December 31st of the calendar year following the calendar year in which the expense was incurred. This paragraph shall only apply to in-kind benefits and reimbursements that would result in taxable compensation income to the Executive.

Additionally, in the event that following the date hereof the Company or the Executive reasonably determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company and the Executive shall work together to adopt such amendments to this Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effect), or take any other commercially reasonable actions necessary or appropriate to (x) exempt the compensation and benefits payable under this Agreement from Section 409A and/or preserve the intended tax treatment of the compensation and benefits provided with respect to this Agreement or (y) comply with the requirements of Section 409A.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the day and year first above written.

EXECUTIVE:

/s/ Melinda Wohl

Melinda Wohl

Date: July 20, 2023

COMPANY:

DecisionPoint Systems, Inc.

/s/ Steve Smith

Steve Smith

Chief Executive Officer

Date: July 20, 2023

EXECUTION COPY

Exhibit A

Executive Bonus

For the first year of the Term, Executive will be eligible to earn an Annual Bonus the total sum of which will be equal to the lower amount of (i) 20% of Base Salary, or (ii) \$50,000, based on achieving (a) gross revenue attainment, (b) adjusted EBITDA attainment and (c) a metric tied to growth in Company's services revenue attainment, as determined by the Compensation Committee, as follows:

| Revenue Attainment | Bonus Multiplier | Annual Bonus |
|-----------------------------------|-------------------------|---------------------|
| 0-75% Gross Revenue Attainment | | \$0 |

| | | |
|---|---|---------------------|
| 75%-100% Gross Revenue Attainment | (Percentage of gross revenue attainment - 75%) * the Annual Bonus amount, * 4 | \$0 - \$20,000 |
| 100%+ Gross Revenue Attainment | (Percentage of gross revenue attainment - 100%) * the Annual Bonus amount, * 3 | \$20,000 + |
| EBITDA Attainment | Bonus Multiplier | Annual Bonus |
| 0-75% EBITDA Attainment | | \$0 |
| 75%-100% EBITDA Attainment | (Percentage of gross revenue attainment - 75%) * the Annual Bonus amount, * 4 | \$0 - \$15,000 |
| 100%+ EBITDA Attainment | (Percentage of gross revenue attainment - 100%) * the Annual Bonus amount, * 3 | \$15,000 + |
| Services Revenue Attainment | Bonus Multiplier | Annual Bonus |
| 0-75% Services Revenue Attainment | | \$0 |
| 75%-100% Services Revenue Attainment | (Percentage of gross revenue attainment - 75%) * the Annual Bonus amount, * 4 | \$0 - \$15,000 |
| 100%+ Services Revenue Attainment | (Percentage of gross revenue attainment - 100%) * the Annual Bonus amount, * 3 | \$15,000 + |

The methodology for calculating the annual bonus earned for attaining the established gross revenue target; the established EBITDA target; and the established services revenue target, will conform to that utilized by the parties in the prior year's Executive employment with Company.