CDW
Coworkers’ Profit Sharing Plan

Summary Plan Description
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This Summary Plan Description merely summarizes the principal provisions of the Plan. It is not the Plan document. If there is any conflict between the provisions of the Plan document and this summary, the provisions of the Plan document will be controlling.
A. INTRODUCTION

CDW LLC (“CDW”)\(^1\) makes it easy to build your personal savings through the Coworkers’ Profit Sharing Plan (the “Plan”). The Plan can be an important source of retirement income to supplement your benefits under Social Security. The Plan enables you to take advantage of favorable tax laws that help you save for retirement and reduce your current taxes at the same time.

This Summary Plan Description (“ SPD”) summarizes the most significant provisions of the Plan as in effect in January 2015. It is not the Plan document. If there is any conflict between the provisions of this SPD and the Plan document, the provisions of the Plan document will be controlling. You may request a copy of the Plan document from Coworker Services.

Certain terms used in this SPD are shown in bold and italicized type to indicate that those terms have special definitions.

B. HIGHLIGHTS

The following chart highlights certain important features of the Plan. Please review the other sections of this SPD to obtain additional detail regarding the Plan.

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Highlights</th>
<th>Considerations</th>
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<tr>
<td>Eligibility</td>
<td>You are an <em>eligible employee</em> if you are employed by CDW, you are treated as an employee on CDW’s payroll records and you are not (i) an employee whose employment is covered by a collective bargaining agreement, (ii) a leased employee, (iii) an independent contractor</td>
<td>You become a participant in the Plan as soon as administratively practicable following the later of (i) your 18th birthday and (ii) your completion of 30 days of <em>service</em>. However, if you are regularly scheduled to work less than 1,000 <em>hours of employment</em> in a year or are classified as a</td>
</tr>
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\(^1\) The term “CDW” is used throughout this SPD to refer to CDW LLC and any of its affiliates that participate in the Plan.
<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Highlights</th>
<th>Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>or (iv) a person who contractually has waived Plan participation.</td>
<td>temporary or seasonal employee on CDW’s employment records, then you will not become a participant in the Plan until as soon as administratively practicable following the later of (i) your 18&lt;sup&gt;th&lt;/sup&gt; birthday and (ii) your completion of 1,000 hours of employment, either during your first 12 months of employment or during any plan year commencing after your first day of employment. Once you become a participant in the Plan, you remain a participant in the Plan until the entire vested balance of your account has been distributed to you.</td>
<td></td>
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<tr>
<td>You may make salary reduction contributions of up to 75% of your salary reduction compensation to the Plan, subject to certain limitations imposed by law. Salary reduction contributions are made either on a before-tax basis or on an after-tax basis as “designated Roth contributions.”</td>
<td>Your before-tax contributions are deducted from your paycheck before federal income taxes are withheld, reducing your taxable income. Your designated Roth contributions are not deducted from your paycheck before federal income taxes are withheld and thus are includible in your taxable income. However, qualified distributions of your designated Roth contributions and related earnings are excludable from your taxable income. Your total salary reduction contributions may not exceed the dollar limit set by federal tax law ($18,000 in 2015). You may be eligible to make additional salary reduction contributions if you are age 50 or older by the last day of the plan year.</td>
<td></td>
</tr>
<tr>
<td>In order to make salary reduction contributions, you must elect a percentage of your compensation per pay period to be contributed to the Plan on your behalf. Each such election must designate (i) the portion of salary reduction contributions that are to be after-tax &quot;designated Roth contributions&quot; includible in your gross income, and (ii) the portion of salary reduction contributions that are to be before-tax contributions excludable from your gross income. Such designations are irrevocable with respect to contributions made pursuant to such elections. Any election that does not expressly designate a portion as designated Roth contributions will be deemed to designate no portion as designated Roth contributions. You must have sufficient cash compensation after taxes and other deductions from which to deduct your salary reduction contributions, or your salary reduction contributions will be reduced to equal the amount of your cash compensation after taxes and other deductions.</td>
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</table>

**Your Salary Reduction Contributions**
<p>| <strong>Rollover and Transferred Contributions</strong> | You may transfer to the Plan certain amounts from your IRA, qualified annuity plan or other <em>eligible employer plan</em> in which you previously participated. | You may make a rollover contribution to the Plan prior to meeting the requirements for participation in the Plan if you are an <em>eligible employee</em>. |
| <strong>Matching and Profit Sharing Contributions</strong> | CDW, in its discretion, may make matching contributions, profit sharing contributions or both to the Plan. | You will be eligible for any matching contributions made by CDW if you made salary reduction contributions during the <em>plan year</em> (either before-tax or Roth contributions) and you are an <em>eligible employee</em> on the last business day of the <em>plan year</em>. You will be eligible for any profit sharing contributions made by CDW if you are a participant in the Plan and you are an <em>eligible employee</em> on the last business day of the <em>plan year</em>. |
| <strong>Qualified Nonelective and Qualified Matching Contributions</strong> | If the Plan fails certain nondiscrimination tests, CDW may make additional contributions to the Plan, called either qualified nonelective contributions or qualified matching contributions, or designate certain matching contributions as qualified matching contributions, in order to pass the nondiscrimination tests. | You are eligible for qualified nonelective contributions and qualified matching contributions only if you are a participant in the Plan who is not a highly compensated employee, and you meet certain other requirements. |
| <strong>Vesting</strong> | Your salary reduction, rollover, qualified nonelective and qualified matching contributions always are 100% vested. Your matching and profit sharing contributions vest at a rate of 20% upon the completion of each year of <em>service</em>. Upon completion of 5 years of <em>service</em>, your matching and profit sharing contributions are 100% vested. You automatically become 100% vested in your matching and profit sharing contributions, regardless of your years of <em>service</em>, upon attaining normal retirement age (age 62), your death or your <em>disability</em> while employed with CDW. | Vesting refers to ownership rights — <em>i.e.</em>, when you have earned the non-forfeitable right to your account balance under the Plan. |
| <strong>Investments</strong> | You have a choice of investment funds to help your account grow. You may invest your entire account balance in one fund, or divide your balance among two or more funds, in whole percentage increments. You may change how your account is invested up to once each business day. | The investment options under the Plan are determined by the Investment Committee under the Plan. The Investment Committee from time to time may discontinue certain investment options and make other investment options available. |</p>
<table>
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<tr>
<th>Loans</th>
<th>You may borrow up to 50% of your vested account balance, subject to certain limitations. The minimum loan is $500; the maximum loan is $50,000. The maximum loan amount will be reduced if at the time of the loan you have, or recently have had, other loans outstanding under the Plan or under other plans maintained by CDW or its affiliates. You may have two loans outstanding at one time.</th>
<th>A loan application and processing fee (currently $35) and an annual loan maintenance fee (currently $15) will apply to each loan.</th>
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<td>In-Service Withdrawals</td>
<td>While working for CDW, you may withdraw all or a portion of your vested account balance under certain circumstances.</td>
<td>You may withdraw your rollover contributions at any time. You will be required to demonstrate a financial hardship or reach age 59½ in order to withdraw other amounts under the Plan. An in-service withdrawal fee (currently $20) will apply to each in-service withdrawal.</td>
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<tr>
<td>Distributions</td>
<td>The vested portion of your account is payable to you in a lump sum or installments when you terminate employment.</td>
<td>If your vested account balance (excluding rollover contributions) is greater than $5,000, you may elect to defer distribution of your vested account balance to a later date (generally until the April 1 of the year following the year you attain age 70½) or may contact Fidelity for a distribution or rollover. If your vested account balance (including rollover contributions) is $1,000 or less, your vested account balance automatically will be distributed to you unless you instruct Fidelity to roll over your balance. If your vested account balance is greater than $1,000 (including rollover contributions) but is $5,000 or less (excluding rollover contributions), your vested account balance automatically will be rolled over into a Fidelity IRA unless you request a distribution or instruct Fidelity to roll over your balance to a different IRA or an eligible employer plan.</td>
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C. ELIGIBILITY AND PARTICIPATION

Who is Eligible

You are an eligible employee if you are employed by CDW, are treated as an employee on CDW’s payroll records and are not:

- covered by a collective bargaining agreement,
- a leased employee,
• an independent contractor, or
• a person who contractually has waived participation in the Plan.

**When Participation Starts**

You become a participant in the Plan as soon as administratively practicable following the later of (i) your 18th birthday or (ii) the date on which you complete 30 days of *service*. However, if you are regularly scheduled to work less than 1,000 *hours of employment* in a year or are classified as a temporary or seasonal employee on CDW’s employment records, then you will not become a participant in the Plan until as soon as administratively practicable following the later of (i) your 18th birthday or (ii) your completion of 1,000 *hours of employment*, either during your first 12 months of employment or during any *plan year* commencing after your first day of employment.

Once you are eligible to participate in the Plan, you may start making salary reduction contributions to the Plan. To start making salary reduction contributions to the Plan, you must either contact a Fidelity participant services representative at (866) 697-1048 or log onto Fidelity’s website at www.netbenefits.fidelity.com.

You must make salary reduction contributions to the Plan in order to receive an allocation of any matching contributions made by CDW. Even if you decide not to make salary reduction contributions to the Plan, you may be eligible for profit sharing contributions. (Matching and profit sharing contributions are discussed in more detail below in the section entitled “CDW’s Contributions.”)

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“*Service*” generally means your period of employment by CDW or its affiliates. However, certain other periods may be included, and certain periods of employment may be disregarded, in calculating service.

An “*hour of employment*” is any hour for which you are paid or are entitled to payment for the performance of duties for CDW (including certain periods for which you are paid by CDW but perform no duties, such as holiday, vacation, jury duty or military leave).

“*Plan year*” means each 12-month period beginning on January 1 and ending on the following December 31.
When Participation Stops

You remain a participant in the Plan until the entire vested balance of your account has been distributed. However, you may no longer make salary reduction contributions to the Plan or receive contributions made by CDW to the Plan as of the earliest of the following events:

- you no longer are employed by CDW, or
- the Plan is terminated.

D. EMPLOYEE CONTRIBUTIONS

Salary Reduction Contributions

You may contribute from 1% to 75% of your salary reduction compensation to the Plan. Please be aware, however, that your salary reduction contributions may be limited to less than the amount you choose to contribute if certain tax law limits apply. You will be notified if your salary reduction contributions for any plan year must be limited because of tax law limits.

In order to make salary reduction contributions, you must elect a percentage of your compensation per pay period to be contributed to the Plan on your behalf. Each such election must designate (i) the portion of salary reduction contributions that are to be after-tax “designated Roth contributions” includible in your gross income, and (ii) the portion of salary reduction contributions that are to be before-tax contributions excludable from your gross income. Such designations are irrevocable with respect to contributions made pursuant to such elections. Any election that does not expressly designate a portion as designated Roth contributions will be deemed to designate no portion as designated Roth contributions.

“Salary reduction compensation” is defined in the Plan, but generally includes your gross cash compensation from CDW, including any pre-tax deductions from your compensation for (i) before-tax contributions under this Plan, (ii) medical, dental and vision premiums, (iii) contributions to your health and dependent care flexible spending accounts and (iv) transportation benefits. Salary reduction compensation excludes, among other items, deferred compensation contributions and distributions, income related to stock-based compensation, adoption assistance, certain tuition and moving expense reimbursements, severance, holiday bonuses, SPIFFS, sales contests, expense or COBRA reimbursements, non-cash fringe benefits and all payments under the MPK Coworker Incentive Plan II.
Your before-tax contributions are deducted from your paycheck before federal and, in most cases, state income taxes are withheld. However, your before-tax contributions are subject to Social Security and Medicare taxes. Because before-tax contributions are made before income taxes are withheld, they reduce your current taxable income. Income taxes on your before-tax contributions (and any related earnings) are deferred until you receive a distribution of your before-tax contributions. You must have sufficient cash compensation after taxes and other deductions from which to deduct your before-tax salary reduction contributions, or your before-tax salary reduction contributions will be reduced to equal the amount of your cash compensation available after taxes and other deductions.

In contrast, your designated Roth contributions are not deducted from your paycheck before income taxes are withheld and thus are included in your taxable income. However, qualified distributions of your designated Roth contributions and related earnings are excludable from your taxable income. A qualified distribution is generally a distribution that is made after you have participated in the Plan for a five-year period and is either: (1) made on or after the date you attain age 59½; (2) made after your death; or (3) attributable to your being disabled.

The minimum amount of your salary reduction compensation you may elect to contribute on a pre-tax basis to the Plan is $5.00 per payroll period and the maximum is 75% per payroll period. Your election must be in a whole percentage (from 1% to 75%). The amount you elect is deducted from your paycheck each payroll period until you change your contribution rate or stop your contributions entirely.

You may change your contribution rate, or start or stop contributions entirely, at any time by either contacting a Fidelity participant services representative at (866) 697-1048 or logging onto Fidelity’s website at www.netbenefits.fidelity.com. Your election change will be effective as soon as administratively practicable.
**Rollover Contributions**

If you were a participant in your prior employer’s *eligible employer plan*, then you may be eligible to make a rollover contribution (including designated Roth contributions) from that plan to the Plan. You also may be eligible to roll over to the Plan certain amounts held in your individual retirement account (commonly called an “IRA”). Please note, however, that distributions from Coverdell Education Savings Accounts (formerly known as education IRAs) and after-tax contributions other than Roth contributions are not eligible rollover contributions. A rollover contribution must be directly transferred from your prior employer’s plan or your IRA or contributed by you within 60 days after you receive a distribution from your prior employer’s plan or your IRA.

You may make a rollover contribution to the Plan by requesting a rollover form from Fidelity by calling (866) 697-1048 or logging onto Fidelity’s website at www.netbenefits.fidelity.com.

**Transferred Contributions**

Under certain circumstances, your benefit under another employer’s qualified retirement plan automatically will be transferred to the Plan. Such automatic transfer may occur if you become an employee of CDW in connection with CDW’s purchase of another company.

**E. CDW’S CONTRIBUTIONS**

**Matching Contributions**

CDW may, at its option, elect to make matching contributions to the Plan for each *plan year* on your behalf if you:
• made salary reduction contributions during the plan year, and
• are an eligible employee on the last business day of the plan year.

The amount of matching contributions (if any) is determined by CDW in its sole discretion. Matching contributions are measured as a percentage of your salary reduction contributions and may be subject to a cap. For example, for the 2012 plan year, matching contributions were equal to 50% of the salary reduction contributions of each participant, up to a maximum matching contribution of $1,500 for each participant.

Profit Sharing Contributions

The Plan also permits CDW to make a profit sharing contribution to the Plan for the plan year on your behalf if you are a participant in the Plan, but CDW is not required to do so. Any profit sharing contribution will be allocated among eligible participants in the Plan according to the relative amounts of their profit sharing compensation, in the same dollar amount to all eligible participants, or in a combination thereof. You do not have to make any contributions to the Plan to receive an allocation of any profit sharing contribution. However, you must be a participant in the Plan and an eligible employee on the last business day of the plan year for which the profit sharing contribution is made in order to receive an allocation of any such contribution.

Qualified Nonelective Contributions and Qualified Matching Contributions

If the Plan fails certain nondiscrimination tests, CDW may make additional contributions to the Plan, called either qualified nonelective contributions or

“Profit sharing compensation” is defined in the Plan, but generally includes your gross compensation (cash and noncash) from CDW, including any pre-tax deductions from your compensation for (i) salary reduction contributions under this Plan, (ii) medical, dental and vision premiums, (iii) contributions to your health and dependent care flexible spending accounts and (iv) transportation benefits. Profit sharing compensation excludes, among other items, deferred compensation contributions and distributions, income related to stock-based compensation, adoption assistance and certain tuition and moving expense reimbursements.

An Important Note: Federal law limits the amount of this compensation that can be considered under the Plan. For the 2015 plan year, the limit is $265,000. This amount is adjusted from time to time to reflect inflation.
qualified matching contributions, or designate certain matching contributions as qualified matching contributions, in order to pass the nondiscrimination tests. You are eligible for qualified nonelective contributions and qualified matching contributions only if you are a participant in the Plan who is not a highly compensated employee and you meet certain other requirements.

F. MILITARY MAKE-UP CONTRIBUTIONS

If you take a leave of absence for “qualified military service” (as defined under federal law), and return to active employment with CDW within the time period required by federal law relating to the reemployment of veterans, you will have the right to make up the salary reduction contributions that you could have made, and share in allocations of any matching or profit sharing contributions that you would have received, had you remained in active employment during your period of military service. You will receive additional information from Fidelity on how to elect make-up salary reduction contributions upon your return from leave. Please contact Coworker Services for more information regarding these special rules.

G. LIMITS ON CONTRIBUTIONS AND CATCH-UP CONTRIBUTIONS

Limits on Contributions

Current federal tax law limits the amount that may be contributed to the Plan on your behalf each year in several ways. For example, your salary reduction contributions (and any salary reduction contributions you make under another employer’s 401(k) plan) in any calendar year may not exceed the limit for that year prescribed by federal income tax law. For 2015, this limit is $18,000. Federal law also limits the total contributions (including your contributions and any employer contributions) that may be made to your account in any plan year.
In addition, in order to ensure a fair mix of participation, federal law requires the Plan to meet certain nondiscrimination requirements for contribution rates at different participant income levels. If these requirements are not met, it may be necessary to adjust the amount of contributions of some participants in the Plan.

You will be notified if you are affected by these requirements in any year.

**Catch-Up Contributions**

If you are age 50 or older (or will reach age 50 during the plan year), you may make salary reduction contributions to the Plan for the plan year that exceed the federal tax law limits described above under the heading “Limits on Contributions”. These contributions are called “catch-up contributions.” Your catch-up contributions may not exceed the limit for that year prescribed by federal income tax law. For 2015, this limit is $6,000.

**H. YOUR ACCOUNTS**

All contributions to the Plan are held in a trust fund that is administered by the Plan’s Trustee. Amounts held in the trust fund are not available to CDW or subject to its creditors.

CDW will periodically transfer your salary reduction contributions to the trust fund. Transfers of your salary reduction contributions to the trust fund generally will be made as soon as practicable after the end of the payroll period for which such contributions are made. Transfers to the trust fund of matching, profit sharing, qualified nonelective and qualified matching contributions will be made by CDW no later than the due date of CDW’s federal income tax return (including extensions) for the year (under current law, generally September 15th of the following year).
Your contributions and contributions made by CDW on your behalf are allocated to an account established and maintained for you as a Plan participant. Your individual account is the sum of your:

- salary reduction contributions (including separate before-tax contribution and designated Roth contribution subaccounts),
- matching contributions,
- profit sharing contributions,
- rollover contributions (including separate regular rollover and Roth rollover subaccounts),
- qualified nonelective contributions,
- qualified matching contributions, and
- any earnings thereon.

I. VESTING

Ownership of Your Accounts

“Vesting” refers to your nonforfeitable right to receive your account balance under the Plan. Different vesting rules apply depending on the source of the money.

You always are 100% vested in your salary reduction contributions, rollover contributions, qualified nonelective contributions and qualified matching contributions.
You become vested in your matching and profit sharing contributions in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vesting Percentage</th>
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<tbody>
<tr>
<td>Less than 1</td>
<td>0%</td>
</tr>
<tr>
<td>At least 1, but less than 2</td>
<td>20%</td>
</tr>
<tr>
<td>At least 2, but less than 3</td>
<td>40%</td>
</tr>
<tr>
<td>At least 3, but less than 4</td>
<td>60%</td>
</tr>
<tr>
<td>At least 4, but less than 5</td>
<td>80%</td>
</tr>
<tr>
<td>At least 5</td>
<td>100%</td>
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For purposes of vesting, if you joined CDW in connection with the Micro Warehouse or Berbee transactions, your service with Micro Warehouse or Berbee will be considered service with CDW. For participants in the Plan who formerly participated in the Berbee Information Networks Corp. 401(k) Plan (the “Berbee Plan”) and had Berbee Plan matching contributions transferred into the CDW Plan when the Berbee Plan was merged into the CDW Plan, the Berbee matching contributions will be kept separate from matching contributions received under the CDW Plan and will vest at a rate of 25% for each completed year of service, with 100% vesting after completing 4 years of service.

You automatically become fully vested in your matching and profit sharing contributions upon attaining normal retirement age (age 62) while still employed with CDW or upon termination of employment with CDW on account of your death or disability.

“Disability” means your total and permanent physical or mental disability, as evidenced by your eligibility for disability benefits under CDW's long-term disability plan.
Forfeitures and Reemployment

If your employment with CDW terminates prior to becoming 100% vested in your matching and profit sharing contributions, you will forfeit the unvested balances in such accounts upon the earlier of the following:

- you receive a distribution of your vested benefit, or
- you incur a 5 year break in service.

However, if you are reemployed by CDW before you have incurred a 5 year break in service, then:

- your prior years of service will be restored, and
- your previously forfeited benefit will be restored if before the end of the plan year in which falls the fifth anniversary of your reemployment date, you repay to the Plan the full amount of any distribution you received from the Plan (other than amounts attributable to rollover contributions). If you did not receive a distribution from the Plan, your previously forfeited benefit automatically will be restored.

If you are reemployed by CDW after incurring a 5 year break in service, your prior years of service will be restored, but your previously forfeited benefit will not be restored.

J. INVESTMENTS

General Information
You are responsible for deciding how your account is invested. Your account will be invested as you direct among the investment funds available under the Plan. You may invest your account all in one fund, or among two or more of the funds, in whole percentage increments. Your investment election for contributions to be made to your account in the future need not be the same as your investment election for your current account balance.

The Investment Committee under the Plan determines the investment funds that are available under the Plan. The Investment Committee from time to time may discontinue certain investment funds under the Plan and make other investment funds available. You will be notified if any investment funds under the Plan are changed.

By providing you with an array of investment choices with different risk and reward characteristics and by allowing you to change the mix of your investments from time to time, the Plan is intended to satisfy section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Accordingly, CDW, the Trustee and other Plan fiduciaries are relieved of liability for any losses that are the direct and necessary result of your (or your beneficiary’s) investment instructions.

**Note:** If you do not make the required investment election for your account, your account will be invested in the Fidelity Freedom Fund that most closely matches your target retirement date based upon your age on file with CDW, assuming a target retirement age of 62. Fidelity Freedom Funds invest in a diversified portfolio of other Fidelity stock, bond and money market mutual funds.

**An Important Note About Investing:** Even though the investment funds under the Plan are designed to help your money grow, investments can increase and decrease in value because investment involves some degree of risk. Before making investment elections or changes, carefully review the **prospectus** for each investment fund and performance information carefully, and perhaps consult a tax and/or financial advisor.

A “**prospectus**” is a legal document providing highly detailed information about an investment fund, including the types of investments the fund makes, fees and expenses in connection with the fund and the historic performance of the fund. You can obtain a **prospectus** for any investment fund under the Plan by calling a Fidelity participant service representative at (866) 697-1048 or logging onto Fidelity’s website at www.netbenefits.fidelity.com.
Changing Your Investments

You may change how your account is invested once each business day by calling a Fidelity participant service representative at (866) 697-1048 or logging onto Fidelity’s website at www.netbenefits.fidelity.com. If your change is entered before 3:00 p.m. central time on any day that the New York Stock Exchange (NYSE) is open, it will take effect on the next day that the NYSE is open. You also may request to have your account rebalanced to your initial investment allocation on an annual basis by calling Fidelity at (866) 697-1048 or logging onto Fidelity’s website at www.netbenefits.fidelity.com.

Obtaining Investment Information

You can check your current account balance and investment election, receive up-to-date investment fund performance information and prospectuses and transfer money between funds by calling Fidelity at (866) 697-1048 or logging onto Fidelity’s website at www.netbenefits.fidelity.com. Shortly after the end of each quarter, you will receive a statement that shows your starting and ending account balances, and all activity during the quarter.

K. TAX ADVANTAGES OF PARTICIPATION

The Plan is intended to operate as a qualified plan under sections 401(a) and 401(k) of the Internal Revenue Code and therefore you have certain tax advantages as a participant in the Plan. Qualification of the Plan means that your before-tax contributions and CDW’s contributions made on your behalf are not subject to federal income tax when such contributions are made to the Plan, and your designated Roth contributions are not subject to federal income tax upon a qualified distribution. Additionally, the earnings or appreciation on the amounts in your before-tax contribution account are not subject to federal income tax at the time they are earned. However, when the Plan later distributes the vested portion of your before-tax contribution account to you or your beneficiary, or when you later withdraw any portion of your before-tax contribution account
other than by loan, you or your beneficiary must then report the Plan distribution or withdrawal as ordinary income. Conversely, the earnings or appreciation on the amounts in your designated Roth contribution account are not subject to federal income tax at the time they are earned, and qualified distributions from your designated Roth account are not taxed.

Your regular earnings subject to federal income tax and, in most cases, state income tax are reduced by the amount of your before-tax contributions (but are not reduced by the amount of your designated Roth contributions). However, you may be subject to local and, in some cases, state income taxes on your before-tax contributions. In addition, your before-tax contributions will be subject to Social Security and Medicare taxes.

L. ACCESSING YOUR ACCOUNT WHILE EMPLOYED

Plan Loans

The Plan is designed to be a long-term savings vehicle. However, CDW recognizes that there may be instances when participants need temporary use of some of the money in their accounts. Thus, the Plan allows employees of CDW, and certain former employees who remain affiliated with CDW, to borrow a portion of their vested accounts. When you borrow from the Plan, you essentially borrow from yourself at a fixed interest rate determined by the Administrative Committee under the Plan.

You will be entitled to a Plan loan only if your loan request is approved by Fidelity under the procedures established by the Administrative Committee. To apply for a loan, call a Fidelity participant service representative at (866) 697-1048 or log onto Fidelity’s website at www.netbenefits.fidelity.com. The amount of the loan must be at least $500. The maximum loan amount is the lesser of 50% of your vested account and $50,000. The maximum loan amount will be reduced if at the time of the loan you have, or recently have had, other loans outstanding
under the Plan or under other plans maintained by CDW or its affiliates. As a condition of receiving the loan, you will be required to pay a loan application and processing fee, which is currently $35, and an annual loan maintenance fee, which is currently $15. You may have two loans outstanding at one time.

You repay your loan through regular after-tax payroll deductions from each paycheck. You can repay the loan over a period of up to five years. However, if you use your loan to purchase your primary residence, you may repay the loan over a period of up to ten years. Each loan repayment, both principal and interest, is deposited into your account. You may repay the entire outstanding loan balance at any time, with no penalty. Loan payments may be suspended during an authorized leave of absence or during qualified military service.

Your loan is secured by a portion of your vested account balance under the Plan and such additional collateral as required by the Administrative Committee. If your employment with CDW terminates, you may continue to repay your loan by using the coupon books provided by Fidelity or by setting up an electronic transfer of funds from your bank account to Fidelity, provided that your account balance is not distributed to you or rolled over prior to repayment of your loan in full. Please note that if your vested account balance (excluding your rollover contributions) is $5,000 or less, your account balance will automatically be either distributed to you or rolled over to an IRA (see “Distribution Upon Termination of Employment” below) shortly after your termination from employment. If you do not repay the full amount of your loan on a timely basis prior to the distribution or rollover of your account balance, the outstanding loan balance will be treated as a taxable distribution to you and income taxes, and possibly a 10% penalty tax, will apply.
**In-Service Withdrawals**

Although the Plan is designed primarily for retirement, under the circumstances described below, you can withdraw a portion of your vested balance while you are employed by CDW. As a condition of receiving the in-service withdrawal, you will be required to pay an in-service withdrawal processing fee, which is currently $20.

If you make a withdrawal from the Plan before you reach age 59½, normally you must pay regular income taxes plus a 10% penalty tax on the taxable portion of your withdrawal. However, the 10% penalty tax does not apply to a withdrawal if the withdrawal is paid:

- after your severance from employment during or after the year you reach age 55;
- because you die or terminate employment due to **disability**;
- to cover tax-deductible medical expenses; or
- to someone else as directed by a qualified domestic relations order.

In addition, the 10% penalty tax will not apply if the withdrawal is either directly rolled over or is rolled over within sixty days in an eligible rollover distribution. (See “Rollovers” under the section entitled “Distributions Upon Termination of Employment” below). Surviving spouses, other beneficiaries and alternate payees generally are not subject to the 10% penalty tax for distributions or withdrawals prior to the participant’s (or the spouse’s, beneficiary’s or alternate payee’s) attainment of age 59½.

**Withdrawals From Your Rollover Account**

You may withdraw all or a portion of your rollover account at any time and for any reason. To request a withdrawal from your rollover account, call a Fidelity
participant service representative at (866) 697-1048 or log onto Fidelity’s website at www.netbenefits.fidelity.com.

Withdrawals at or after Age 59½

If you are age 59½ or older, you may withdraw all or a portion of your vested account balance at any time and for any reason. To request a withdrawal at or after age 59½, call a Fidelity participant service representative at (866) 697-1048 or log onto Fidelity’s website at www.netbenefits.fidelity.com.

Hardship Withdrawals

If you incur a financial hardship, you may request a hardship withdrawal of the vested portion of your salary reduction, matching and profit sharing contributions. The amount of the hardship withdrawal cannot exceed the amount you need to satisfy the financial hardship. Earnings on your salary reduction contributions attributable to periods after 1988 are not available for withdrawal. Before taking a hardship withdrawal, you first must request any other in-service withdrawals that are available to you (as described above). In addition, you must exhaust all other available funds (for example, Plan loans). To request a hardship withdrawal, call a Fidelity participant service representative at (866) 697-1048. A hardship withdrawal cannot be requested online.
If you receive a hardship withdrawal, you will be prohibited from making salary reduction contributions to the Plan and all other plans of CDW and its affiliates for the six-month period after you receive the hardship withdrawal.

Distributions during Military Service

If you are in military service, you may be entitled to make a withdrawal of your salary reduction contributions. Please contact Fidelity by calling 1-800-564-9370 or by visiting Fidelity’s website at www.fidelity.com for more information regarding special withdrawal rules applicable to participants in military service.

M. DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

Time of Distribution

Upon termination of employment with CDW and its affiliates, you generally are entitled to a distribution of your entire vested account balance. Fidelity will send you a general notice about your options before you receive a distribution from the Plan.

If your vested account balance is $1,000 or less (including rollover contributions), your vested account balance automatically will be distributed to you in a lump sum, unless you instruct Fidelity to roll over your balance. See “Rollovers” below.

If your vested account balance is greater than $1,000 (including rollover contributions) but is $5,000 or less (excluding rollover contributions), you are not permitted to leave your account balance in the Plan and, unless you elect a different form of distribution, your account balance will be rolled over automatically into a Fidelity individual retirement account (IRA) and invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. If your account balance is automatically rolled over to
an IRA, it will initially be invested in the Fidelity Cash Reserves Fund (FDRXX), a money market fund. You may change this investment by calling Fidelity at 1-800-564-9370 or by visiting Fidelity’s website at www.fidelity.com. Any fees and expenses will be charged to your IRA, currently including a fee of $50 if you close out the IRA after it has been opened.

If your account balance is greater than $5,000 (excluding rollover contributions), you may take a distribution or leave your money in the Plan until a later date. If you do not take a distribution, your account will continue to be invested among the available funds according to your investment directions until you elect to take a distribution. However, you must begin receiving distributions under the Plan by April 1 of the calendar year following the year in which you attain age 70 ½ (unless you are still employed by CDW or one of its affiliates at that time, in which case you must begin your distribution by April 1 of the calendar year following the year you retire).

You may request a distribution by calling a Fidelity participant service representative at (866) 697-1048 or by logging onto Fidelity’s website at www.netbenefits.fidelity.com.

**Form of Distribution**

If you terminate employment and your account balance, excluding your rollover contribution account, exceeds $5,000, you may elect to receive your distribution in one of the following forms:

- in a lump sum, or
- in annual, semi-annual, quarterly or monthly installment payments over a period not longer than the joint and last survivor expectancy of you and your spouse, if your spouse is your designated beneficiary, or your life expectancy, if you have not designated a beneficiary or if your designated beneficiary is someone other than your spouse.
If you do not specify the form of payment you would like, your benefit generally will be paid in the form of a lump sum.

**Rollovers**

You may elect to have the eligible portion of your distribution or withdrawal directly paid to an IRA or an **eligible employer plan** that accepts rollovers. Please note that an IRA includes a Roth IRA, but does not include a SIMPLE IRA or a Coverdell Education Savings Account (formerly known as an education IRA). A rollover is a payment by you or the Plan Administrator of all or part of your benefit under the Plan to another **eligible employer plan** or an IRA. With the exception of a direct rollover to a Roth IRA, if you elect a “plan to plan” or “direct rollover” of your distribution or withdrawal, you will postpone the payment of federal income taxes on the distribution or withdrawal and no income tax will be withheld at the time of the direct rollover. Distributions from a Roth account may be rolled over only to a Roth contribution account under another eligible employer plan or to a Roth IRA.

In addition, you may roll over to a traditional IRA or an **eligible employer plan** that accepts rollovers the eligible portion of any distribution or withdrawal that is paid to you, provided that such rollover occurs within 60 days after such distribution or withdrawal is paid to you. Similar to a direct rollover, if you roll over your distribution or withdrawal you generally will be able to postpone the payment of federal income taxes on your distribution or withdrawal. However, unlike a direct rollover, the taxable portion of a distribution or withdrawal that is eligible for rollover and is paid to you will be subject to mandatory 20% withholding for federal income taxes.

An **“eligible employer plan”** is a qualified retirement plan (such as a 401(k), profit sharing, defined benefit, stock bonus or money purchase plan), a section 403(a) annuity plan, a section 403(b) tax-sheltered annuity, a section 403(p) simple retirement account or an eligible section 457(b) plan maintained by a governmental employer.

If you want to roll over 100% of the distribution or withdrawal and you do not elect a direct rollover, you must find other money to replace the amount withheld by CDW. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and not rolled over.
Any distribution or withdrawal from the Plan is eligible for rollover, except:

- A distribution to correct a failed nondiscrimination test or because legal limits on certain contributions were exceeded;
- A distribution in the form of substantially equal installments extending over your life expectancy (or the joint lives of you and your spouse);
- a hardship withdrawal; and
- minimum distributions made after you attain age 70½ or terminate employment (if later).

If you roll over your distribution or withdrawal (through direct rollover or otherwise), the taxable portion of your distribution or withdrawal will be taxed later when you take it out of the traditional IRA or the **eligible employer plan**. Please be aware that the tax treatment of any payment from an IRA or the **eligible employer plan** receiving your rollover might be different than if you received your benefit in a taxable distribution or withdrawal directly from the Plan.

At the time you receive a distribution or withdrawal, you will receive a notice providing more detailed information regarding rollovers and the options available to you.

**Distribution upon Death**

If on the date of your death, you have any vested balance remaining in your Plan account, the entire balance will be transferred to an account for the benefit of your **beneficiary**. Your beneficiary is the person or entity you designate to receive payment of your vested account under the Plan in the event of your death. You may designate more than one person or entity as your beneficiary.

You may designate your beneficiary by filing a Beneficiary Designation form with Coworker Services or Fidelity. You may obtain a Beneficiary Designation form from Coworker Services or Fidelity.

It is important to keep your choice of beneficiary current. Family changes such as marriages, divorces, births and deaths often mean a change of beneficiary.
Services, CDW’s intranet site (CoworkerNet), or from Fidelity by calling a participant service representative at (866) 697-1048 or logging onto Fidelity’s website at www.netbenefits.fidelity.com. You may name any person or entity as your beneficiary. However, if you had been married throughout the one-year period ending on the date of your death and name someone other than your spouse as your beneficiary, then your beneficiary designation will be effective only if you obtained your spouse’s written consent at the time of such designation. Your spouse’s written consent must be notarized or witnessed by a Plan representative. Your marriage automatically revokes any prior beneficiary designation made by you (effective upon the first anniversary of your marriage) and your divorce automatically revokes any prior beneficiary designation of your divorced spouse (effective upon the date of divorce), provided Coworker Services receives timely notification of your marriage or divorce. If no valid beneficiary designation is on file at the time of your death, or if your designated beneficiary predeceases you, your benefit will be transferred to (i) your surviving spouse, if any, (ii) your surviving children, if you have no surviving spouse, and (iii) or your parents, if you have no surviving spouse or children. If you do not have a surviving spouse, children or parents, your benefit will be transferred to your estate.

If your beneficiary is your spouse, payment in a lump sum must be made or installments commenced no later than the December 31 of the calendar year in which you would have attained age 70½, or if later, the December 31 of the calendar year containing the first anniversary of your death. In most cases, your spouse may elect to roll over the distribution. (See the above section entitled “Rollovers”). If your beneficiary is not your spouse, payment in a lump sum must be made no later than the December 31 of the calendar year containing the fifth anniversary of your death or installments must commence no later than the December 31 of the calendar year containing the first anniversary of your death.
N. PLAN AMENDMENT OR TERMINATION

CDW has the right to amend the Plan at any time and for any reason. However, no amendment to the Plan may reduce your vested benefit under the Plan.

Although CDW expects to continue the Plan indefinitely, it has the right to terminate the Plan at any time and for any reason. If CDW were to terminate the Plan, you would become fully vested in your account and your account would be distributed to you at such time as the Administrative Committee determines.

O. MISCELLANEOUS

Plan Expenses

Fees and expenses charged under your account will impact your retirement savings, and fall into three basic categories – investment fees, plan administration fees and transaction-based fees. Investment fees are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, 12b-1 fees, or management fees. You can obtain more information about such fees from the documents (for example, the investment fund prospectus) that describe the investments available under the Plan.

Plan administration fees cover the day-to-day expenses of the Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available under the Plan, such as daily valuation, telephone response systems, internet access to Plan information, retirement planning tools, and educational materials. In some cases, these costs may be covered by forfeitures associated with participants’ termination prior to 100% vesting (see the section entitled “Forfeitures and Reemployment”) or may be paid directly by CDW. In other cases, the Plan recordkeeper receives payments from some of the mutual funds offered as investment options under the Plan. These
payments, commonly called “revenue sharing,” are included in the expenses incurred by the mutual funds and are reflected in their expense ratios, charged against their assets and hence reflected in the net asset values of the mutual funds’ shares. Thus, the Plan accounts invested in the mutual funds that make these revenue sharing payments are indirectly bearing some of the cost of Plan administration.

The Investment Committee does not select investment options based on the availability of revenue sharing payments, and not all the investment options make such payments. At the present time, it is anticipated that the revenue sharing generated by the Plan’s mutual fund investment options will offset all the administrative fees payable to the recordkeeper. If the revenue sharing were to exceed the administrative fees payable to the recordkeeper, such excess may be used to pay other administrative costs incurred in connection with the Plan or to make employer contributions under the Plan, or it may be allocated to participant accounts.

**Transaction-based fees** are associated with optional services offered under the Plan, and are charged directly to your account if you take advantage of a particular Plan feature that may be available, such as a Plan loan. For more information on any of the fees associated with your account, refer to your quarterly account statement, your periodic statement regarding plan and investment related information, or contact the CDW Administrative Committee.

**Effect on Other Benefits**

Your before-tax contributions to the Plan reduce your taxable income. However, such contributions generally do not affect your other salary-related benefits. Those benefits generally will be based on your base salary before reduction for any before-tax contributions to the Plan.
"Top Heavy" Rules

Federal tax law contains special, complex rules to protect Plan participants if the Plan becomes “top heavy” (i.e., if more than 60% of its benefits are payable to key employees). The Plan currently is not top heavy, and CDW does not expect the Plan to become top heavy in the future. In the event that the Plan becomes top heavy, you may be entitled to additional contributions under the Plan. If the Plan becomes top heavy, you will be notified of the effect on your benefit under the Plan.

No Guarantee of Employment

Nothing in the Plan or this Summary Plan Description guarantees you continued employment with CDW.

The Pension Benefit Guaranty Corporation

Because the Plan is a defined contribution plan, benefits are not guaranteed by the Pension Benefit Guaranty Corporation or any other federal agency.

Qualified Domestic Relations Orders

Except in the event of your death, your Plan account generally cannot be awarded or assigned to any other person. For example, your account generally is not subject to claims of your creditors. However, if required by a court order entered in a domestic relations proceeding (e.g., a court order which divides marital property in connection with a divorce), a portion of your account may be assigned to your alternate payee. Under the law, the Plan cannot honor such a court order unless it is a QDRO.
Because the rules related to **QDROs** are very complex, CDW has prepared written QDRO Procedures and a model QDRO, which will be helpful in the preparation of such a court order. You may obtain, without charge, a copy of the QDRO Procedures and the model QDRO by contacting Coworker Services.

**P. CLAIMING YOUR BENEFIT**

If you feel that you are entitled under the Plan to a larger benefit than you received, or are entitled to a benefit that was denied, you or your representative may file a written claim with the secretary of the Administrative Committee. Your written claim must include the following:

- an explanation of the nature of the claim;
- the facts supporting your claim;
- the amount claimed; and
- your name and mailing address.

The secretary will review the claim and notify you in writing or by electronic means of its decision with respect to the claim. You will receive this notification no later than 90 days (or 180 days in special circumstances) after the secretary receives your written claim. If your claim is wholly or partially denied, the notification will state the reasons for the denial, the Plan provisions on which the denial is based, a description of any additional information or material required by the secretary in connection with the claim and an explanation of the Plan’s claims review procedure and the time limits applicable to such procedure (including your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 ("ERISA") following the final denial of the claim).

You or your representative may appeal the denial of your claim by writing to the Administrative Committee and requesting further review of your claim. You must
submit your appeal no later than 60 days after your receipt of the notice of denial. You or your representative will be allowed to see or copy, free of charge, Plan documents and other materials that affect your claim. You also may submit to the Administrative Committee comments, documents and information relating to the claim. The Administrative Committee will review your appeal and will notify you in writing or by electronic means of its final decision no later than 60 days (or 120 days in special circumstances) after you submit your appeal. If your appeal is wholly or partially denied, the notification will state the reasons for the denial, the Plan provisions on which the denial is based and that you are entitled to see or copy, free of charge, Plan documents and other materials that affect your claim. The notification also will inform you that you have the right to bring a civil action under section 502(a) of ERISA with respect to your claim.

Q. ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the office of the Plan Administrator and at other specified locations, such as your Coworker Services department, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement, once each calendar quarter, telling you what benefits you would receive if you terminated employment. The Plan must provide the statement free of charge.
Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the best interest of you and other Plan participants and beneficiaries. No one, including CDW or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or from exercising your rights under ERISA.

Enforce Your Rights

If your request for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce your rights. For example, if you request a copy of materials from the Plan, including the Plan document or the latest annual report, and do not receive them within 30 days, you may choose to file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day (or such other amount as is in effect from time to time) until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If your request for benefits is denied or ignored, in whole or in part, you may choose to file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a Federal court. If the Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may choose to file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the
court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

**Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**R. GENERAL INFORMATION**

Name of Plan: CDW Coworkers’ Profit Sharing Plan

Effective Date of Plan: The Plan, as amended and restated, is effective as of January 1, 2015, as subsequently amended.

Plan Number: 001

Plan Year: January 1 – December 31

Plan Sponsor: CDW LLC
200 N. Milwaukee Ave
Vernon Hills, IL 60061
(847) 465-6000

Employer Identification Number (Plan Sponsor): 36-3310735
**Type of Plan Administration:**
The Plan Administrator administers the Plan. Other professional service providers may assist the Plan Administrator with the administration of the Plan.

**Plan Administrator:**
CDW LLC  
Administrative Committee  
CDW LLC  
200 N. Milwaukee Ave  
Vernon Hills, IL 60061  
(847) 465-6000

The Plan Administrator has discretionary authority to construe the terms of the Plan and to make determinations on questions, which may affect your eligibility for benefits.

**Trustee and IRA Custodian:**
Fidelity Management Trust Company  
245 Summer Street  
Boston, Massachusetts 02210

**Agent for Legal Process:**
CDW LLC  
Administrative Committee  
200 N. Milwaukee Av  
Vernon Hills, IL 60061

Legal process also may be served on the Trustee.

**Type of Plan:**
The Plan is a defined contribution plan. The Plan is intended to satisfy section 404(c) of the Employee Retirement Income Security Act of 1974.

**Sources of Contributions:**
The Plan is funded by employee salary reduction, rollover and transferred contributions and by employer matching, profit sharing, qualified nonelective and qualified matching contributions.

**Participating Employers:**
A complete list of the employers participating in the Plan may be obtained upon written request to the Plan Administrator and is available for your examination.